



Public Service Commission of the District of Columbia
1333 H Street, N.W., 2nd Floor, West Tower
Washington, D.C. 20005
(202) 626-5100
www.dcpsc.org

Betty Ann Kane
Chairman

October 1, 2012

Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Room TW-A325
Washington, DC 20554

Re: Application for Renewal of Current TRS State Certification CG
Docket No. 03-123

Dear Ms. Dortch:

On July 25, 2012, the Federal Communications Commission ("FCC") issued Public Notice DA 12-1187, which requested that all States submit applications for renewal of current TRS State certification on or before October 1, 2012. Respectfully, the Public Service Commission of the District of Columbia ("DCPSC") requests that the FCC accept the attached electronic Application, for Renewal of Current TRS Certification.

Should you require further information, please do not hesitate to call me on (202) 626-5125. You may also reach me at bakane@psc.dc.gov.

Sincerely,

A handwritten signature in cursive script, reading "Betty Ann Kane", is positioned above the printed name.

Betty Ann Kane

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Before the
Federal Communication Commission
Washington, D.C. 20554

In the Matter of)
)
TRS State Certification Application)
For the District of Columbia)

APPLICATION FOR RENEWAL OF CURRENT TRS STATE CERTIFICATION

The Public Service Commission of the District of Columbia (“DCPSC”), pursuant to the Federal Communications Commission’s (“FCC”) July 25, 2012, Telecommunications Relay Service (“TRS”) public notice, hereby submit the TRS state renewal application for the District of Columbia (“DC” or “District”).¹ As required by the Notice, the DCPSC hereby submit documentation pursuant to Section 64.606 of the FCC’s rules governing the provision of TRS.² The District of Columbia has elected to institute D.C. TRS through regulation by the DCPSC of an intrastate TRS provider, selected through competitive bidding.

¹ See *Consumer & Governmental Affairs Bureau Reminds States that Current Telecommunication Relay Service (TRS) Certification will Expire on July 26, 2013, and Provides a Timeline for Seeking Recertification*, Public Notice, DA 12-1187, released July 25, 2012 (:Notice”).

² 47 C.F.R. § 64.606.

OVERVIEW

Pursuant to the notice released by the FCC on July 25, 2012, the DCPSC hereby submits this application for renewal of the certification of the District's TRS system. As required by the Notice, the DCPSC hereby submits, in compliance with Section 64.606 of the FCC's rules³, documentation which establishes that D.C. TRS meets all of the FCC's operational technical, and functional minimum standards in Section 64.604 of the FCC's TRS rules⁴, and in some respects exceeds those standards. Further, the DCPSC states that adequate procedures and remedies have been established for enforcing the requirements of the District's program, and that the District's program does not in any way conflict with Federal law.

On September 5, 1991, the DCPSC issued an Order⁵ initiating an investigation to determine whether there was a need for Verizon DC⁶ to provide TRS in the District of Columbia, and, if the DCPSC decided there was a need, when D.C. TRS should be provided, what standards should be applicable, and how D.C. TRS should be funded. On January 2, 1992, the DCPSC issued Order No. 9927⁷, which adopted TRS in the District of Columbia. The DCPSC concluded, in pertinent part, the following:

³ 47 C.F.R. § 64.606 provides, in pertinent part, that:

(a) State Documentation—(1) Certified state program. Any state, through its office of the governor or other delegated executive office empowered to provide TRS, desiring to establish a state program under this section shall submit, not later than October 1, 1992, documentation to the Commission addressed to the Federal Communications Commission, Chief, Consumer & Governmental Affairs Bureau, TRS Certification Program, Washington D.C. 20554, and captioned "TRS State Certification Application." All documentation shall be submitted in narrative form, shall clearly describe the state program for implementing intrastate TRS, and the procedures and remedies for enforcing any requirements imposed by the state program. The Commission shall give public notice of states filing for certification including notification in the Federal Register.

(b) (1) Requirements for state certification. After review of state documentation, the Commission shall certify, by letter, or order, the state program if the Commission determines that the state certification documentation:

(i) Establishes that the state program meets or exceeds all operational, technical, and functional minimum standards contained in 47 C.F.R. § 64.604;

(ii) Establishes that the state program makes available adequate procedures and remedies for enforcing the requirements of the state program, including that it makes available to TRS users informational materials on state and Commission complaint procedures sufficient for users to know the proper procedures for filing complaints; and

(iii) Where a state program exceeds the mandatory minimum standards contained in 47 C.F.R. § 64.604, the state establishes that its program in no way conflicts with federal law.

⁴ 47 C.F.R. § 64.604. Compliance data is attached as Exhibit 1.

⁵ *Formal Case No. 850, In the Matter of the Investigation Into the Reasonableness of the Authorized Return on Equity, Rate of Return, and Current Charges and Rates For Telecommunicaitons Services Offered by the Chesapeake and Potomac Telephone Company*, Order No. 9809, rel. September 5, 1991.

⁶ Verizon was created as a result of the merger of Bell Atlantic and GTE in July 2000.

⁷ *Formal Case No. 850, Order No. 9927*, rel. January 27, 1992. The relevant portions of which are attached as Exhibit 2.

1. D.C. TRS should be a commercial entity;
2. D.C. TRS would be owned and operated by a third-party vendor under contract with Verizon DC after a competitive bidding process;
3. The D.C. TRS system must meet all FCC standards and shall exceed those standards in at least the following respects:
 - a. The overall system requirement shall be a minimum typing speed of 45 words per minute, Individual Communications Assistants (“CAs”) will be permitted to build up to the 45 words-per-minute speed during the initial three months after hiring;⁸
 - b. Actual relay service shall begin within 30 seconds of answering;⁹ and
 - c. CAs must be high school graduates or shall have passed a high school equivalency examination and they shall be able to accurately translate the language and vocabulary used by TRS users, irrespective of the degree of technical sophistication of that language;¹⁰
4. The D.C. TRS vendor should be required to have procedures in place for handling complaints “in-house”;
5. The DCPSC would establish an advisory board to provide community input to the DCPSC, Verizon DC, and the TRS provider.¹¹

On March 9, 1992, after conducting a competitive bidding process, Verizon DC selected AT&T as its TRS vendor. According to the agreement between Verizon DC and AT&T, 85 percent of all calls were to be answered within 10 seconds. Intrastate TRS in the District of Columbia began on May 7, 1992, and interstate service was initiated on May 16, 1992. The initial five-year contract between Verizon DC and AT&T was extended for a term ended May 5, 2004.

On April 16, 2004, after conducting a competitive bidding process, pursuant to a request for proposals dated February 5, 2004, the DCPSC entered into a contract for TRS with Hamilton Telephone Company for a term ended April 15, 2007. On April 4, 2007, after conducting a competitive bidding process, pursuant to a request for proposals dated February 14, 2007, the DCPSC entered into a contract for TRS with MCI Communications Services Inc. d/b/a Verizon Business Services for a fifteen month term beginning April 13, 2007 and terminating on July 12, 2008, unless extended for up to two (2) one (1) year periods.

On July 5, 2011, after conducting competitive bidding processes, pursuant to requests for proposals dated May 20, 2011 for TRS and September 9, 2011 for CAPTel¹² the DC Public

⁸ *Id* at 174. The current contract between the DCPSC and AT&T Corporation requires 60 wpm.

⁹ *Id*. The current contract between the DCPSC and AT&T Corporation requires that 85% of calls be answered within 10 seconds by any method which results in the call being placed immediately, not put in queue or on hold.

¹⁰ *Id* at 174-175.

¹¹ *Id* at 179.

¹² Copies of the RFPs are attached as Exhibits 3 and 4.

Service Commission entered into a contracts for TRS and CAPTel with AT&T Corporation for one year terms, each with the option to extend for two, one year periods not to exceed three years¹³.

The 24-hour, toll-free Customer Service telephone number is (866) 560-1452. The telephone number for TRS voice service is (800) 643-3739 and TTY service is (800) 643-3768. 711 dialing has been available since 2000.

The telephone numbers used to reach the TRS vendor have not changed. The current access numbers are:

TTY – 1-800-643-3768

ASCII – 1-800-898-0137

Voice – 1-800-643-3769

Speech-to-speech – 1-800-898-0740

Spanish-to-Spanish TTy – 1-800-546-7111

Spanish-to-Spanish Voice – 1-800-546-5111

¹³ A copy of the TRS contract is attached as Exhibit no. 5, and the CAPTel contract is attached as Exhibit no. 6.

D.C. TRS PROGRAM DESCRIPTION

The DC TRS has previously been Certified by the FCC and has been in continuous certified operation since 1992. On July 25, 2012 the FCC issued a Public Notice identifying those certifications which will expire on July 26, 2013 and inviting those states to make renewal applications by October 1, 2012 to give the Commission adequate time to review and rule on the applications prior to the expiration of the current certification.

Section 64.606 of the FCC's rules requires that any state desiring to establish a state program under this section shall submit documentation to the FCC in narrative form clearly describing the state program and the procedures and remedies for enforcing any requirements imposed by the state program.

Section 64.604 of the FCC's rules describes the standards that must be met for state TRS programs to be certified, in three areas: (a) Operational Standards; (b) Technical Standards; and (c) Functional Standards.

District of Columbia Relay Service
2012 FCC Annual Consumer Complaints Summary Log
Exhibit no. 1

July 2011

Nothing to report.

August 2012

Nothing to report.

September 2011

Nothing to report.

October 2011

Nothing to report.

November 2011

Nothing to report.

December 2011

Nothing to report.

January 2012

Nothing to report.

February 2012

Nothing to report.

March, 2012

Nothing to report.

April, 2012

Nothing to report.

May, 2012

Nothing to report.

ORDER NO. 9927 (relevant portions only)

Exhibit 2

850-T 664

PUBLIC SERVICE COMMISSION OF THE DISTRICT OF COLUMBIA
450 FIFTH STREET, N.W., WASHINGTON, D.C. 20001

OPINION AND ORDER

January 27, 1992

FORMAL CASE NO. 850, IN THE MATTER OF INVESTIGATION INTO THE REASONABLENESS OF THE AUTHORIZED RETURN ON EQUITY, RATE OF RETURN, AND CURRENT CHARGES AND RATES FOR TELECOMMUNICATIONS SERVICES OFFERED BY THE CHESAPEAKE AND POTOMAC TELEPHONE COMPANY, Order No. 9927

Before the Commission:

Howard C. Davenport, Chairman
Belva D. Newsome, Commissioner
Edward M. Meyers, Commissioner

1992 JAN 27 AM 10:10
CHIEF CLERK

APPEARANCES:

Lee A. Satterfield, Eric N. Miller, Christopher W. Savage, Leslie A. Vial, Mark J. Mathis and Sherry F. Bellamy for Chesapeake and Potomac Telephone Company; Elizabeth A. Noel, Michael A. McRae, Cathy Thurston, Frederick D. Cooke, Joanne Doddy Fort, Karen R. Sistrunk and John Dodge for the Office of the People's Counsel; Glen A. Stover and Mark A. Keffer for American Telephone and Telegraph Company; Hubert Anderson, Jr. and David J. Nelson for D.C. Association of Deaf Citizens; Barbara E. Brown, Dorren E. Thompson, Leslie H. Nelson, Herbert O. Reid, Sr., and John Payton for the District of Columbia Government; Robert C. MacKichan, Jr., Vincent L. Crivella, Michael J. Ettner, Leigh Ann Holt and Edmund W. Chapman for the General Services Administration; Robert C. Lopardo for MCI Telecommunications Corporation; Andrew D. Lipman and Helen E. Disenhaus for Metropolitan Fiber Systems of Washington, D.C.; Alfred Sonnenstrahl for Telecommunications for the Deaf, Inc.; Keith Townsend for U.S. Sprint Communications Company Limited Partnership; Brenda K. Pennington, Margo P. Domon, Josephine Scarlett-Simmons and Lisa C. Wilson for the Commission Staff; and Daryl L. Avery, General Counsel to the Commission.

| Service | Units (A) | Present Rate (B) | New Rate (C) | Difference (D=B-C) | Present Ann Rev (E=AxBx12) | Proposed Ann Rev (F=AxCx12) | Ann Impact (G=E-F) |
|-----------------|--------------|------------------------|--------------------|-----------------------|----------------------------------|-----------------------------------|--------------------------|
| 1. New Econ II | 7,250 | \$ 0.00 | \$1.00 | \$ 1.00 | \$ 0 | \$ 87,000 | \$ 87,000 |
| 2. Pres Econ II | 2,905 | \$ 3.83 | \$1.00 | \$ (2.83) | \$ 133,514 | \$ 34,860 | \$ (98,654) |
| 3. Econ I | 1,116 | \$ 4.47 | \$1.00 | \$ (3.47) | \$ 59,858 | \$ 13,391 | \$ (46,467) |
| 4. Flat Rate | 2,236 | \$14.94 | \$1.00 | \$ (13.94) | \$ 400,935 | \$ 26,836 | \$ (374,099) |
| 5. DC Only | 2,236 | \$ 9.16 | \$1.00 | \$ (8.16) | \$ 245,821 | \$ 26,836 | \$ (218,984) |
| 6. Message Rt | <u>2,236</u> | <u>\$ 7.64</u> | <u>\$1.00</u> | <u>\$ (6.64)</u> | <u>\$ 205,029</u> | <u>\$ 26,836</u> | <u>\$ (178,193)</u> |
| TOTAL | 17,980 | | | | \$1,045,157 | \$215,760 | \$ (829,397) |

Given the \$111,505 cost of waiving the service connection charges, the estimated revenue impact of \$829,397 must be increased to yield a total estimated revenue reduction of \$940,902.

B. Telecommunications Relay Services

On July 26, 1991, the Federal Communications Commission ("FCC") issued an order amending its rules to require each common carrier providing telephone voice transmission services to provide telecommunications relay services ("TRS") by July 26, 1993 throughout the area in which it offers services, "individually, through designees, through a competitively selected vendor, or in concert with other carriers."¹⁰⁵ This order was issued pursuant to

¹⁰⁴ (...continued)

Line 2: All present Economy II customers (2,905) will take the revised Economy II service.

Line 3: 3,848 households subscribe to Economy I, and 29% of those will become new Economy II subscribers ($.29 \times 3,848 = 1,116$).

Lines 4-6: The remaining Economy II service units [$17,980 - (7,250 + 2,905 + 1,116) = 6,709$] will be split equally among former flat rate, DC only, and message rate services ($6,709 \div 3 = 2,236$).

Lines 2-6: "Present rates" are those now in effect, not those which will be approved by the Commission through the current rate proceeding.

¹⁰⁵ In the Matter of Telecommunications Services for Individuals With Hearing and Speech Disabilities, and the Americans with Disabilities Act of 1990, Report and Order and Request for Comments, CC Docket No. 90-571, FCC 91-213, Released July 26, 1991 at 1-2.

the Americans With Disabilities Act of 1990 ("ADA"),¹⁰⁶ which requires common carriers to provide TRS. 47 U.S.C. § 225(b)(3).

On September 5, 1991, the Commission issued an Order¹⁰⁷ adding the following issue (and numerous sub-issues) to Formal Case No. 850:

Is there a need for C&P to provide Telecommunications Relay Services in the District of Columbia, and, if so, when should they be provided, what standards should be applicable, and how should they be funded?

C&P, OPC, Staff, AT&T, U.S. Sprint Communications Company Limited Partnership ("Sprint"), the District of Columbia Association of Deaf Citizens ("DCADC"), Telecommunications for the Deaf, and MCI Telecommunications Corporation participated in the TRS portion of this proceeding. Three well-attended community hearings were held in which the Commission had the opportunity to hear comments from a broad spectrum of the deaf, hard of hearing and mute communities, persons familiar with the needs of those communities, and potential TRS users. These comments were extremely informative, and they have been particularly helpful to us in evaluating the issues relevant to the provision of TRS in the District.

1. Positions of the Parties: Establishing a TRS System

Following the final hearing on TRS in this proceeding, the parties, except Telecommunications for the Deaf, reached agreement on most of the outstanding issues regarding the establishment of a TRS system for the District of Columbia. This agreement is reflected in the Joint Report on Partial Settlement of Issues Relating to Telecommunications Relay Services in the District of Columbia ("Joint Report" or "Jt. Rpt.") that was signed by all of the parties and submitted to the Commission on December 10, 1991. The parties' agreement can be summarized as follows:

(1) the TRS systems currently offered by private organizations and the General Services Administration in the District of Columbia do not provide adequate service and, consequently, TRS should be provided in the District by a commercial entity (Jt. Rpt. at 1);

¹⁰⁶ S.933, Pub. L. 101-336, 104 Stat. 327, 366-69 (1990).

¹⁰⁷ Formal Case No. 850, Order No. 9809 (September 5, 1991).

(2) the TRS system will probably be owned and operated by a third-party vendor under contract with C&P, rather than by C&P itself, and the vendor should be selected through a competitive bidding process conducted by C&P on the following timetable to ensure a fully operational system by no later than August 1992:¹⁰⁸

| Event | Time Interval |
|--------------------------|-------------------------------|
| PSC Issues Order | 1/1/92 (estimated) |
| C&P Issues RFP | one week later |
| C&P Receives Bids | three weeks later |
| C&P Selects Vendor | three weeks later |
| System Fully Operational | ASAP, but not later than 8/92 |

(id. at 2-3);

(3) if no acceptable bids are received through a competitive bidding process, C&P will remain responsible for ensuring that TRS is provided in accordance with the ADA, the regulations of the FCC, and the standards of this Commission (id. at 4);

(4) TRS should be provided by a commercial vendor rather than by a volunteer organization (id. at 4);

(5) the District's TRS system should meet and, in certain respects, exceed the FCC's minimum standards, with requirements that Communications Assistants be high school graduates (or the equivalent) with a minimum typing speed of 45 words per minute and that 85%-90% of calls be answered

¹⁰⁸ Although it is not clearly spelled out in the Joint Report, C&P states in its Final Post-Hearing Brief that the parties agreed that "potential TRS vendors should be permitted to present bids based on providing service through a District-specific relay center and through a regional relay center, so that the costs of the two options can be compared." C&P Final Post-H. Br. at 7 n.25 (citing Jt. Rpt. at 7-8.)

within ten seconds,¹⁰⁹ with actual relay service to begin within thirty seconds of answering (*id.* at 4-5);

(6) the TRS vendor should have procedures for handling complaints "in-house", while TRS users should also be able to raise complaints directly with C&P, the Commission, OPC, or an Advisory Committee established to provide guidance on the TRS system (*id.* at 5-6); and

(7) the Advisory Committee should consist of representatives of the Commission, OPC, C&P, and the community of users of the TRS system (*id.* at 6).

The only issues on which the parties did not reach agreement concern the mechanisms for funding TRS and for recovering costs related to the interconnection of the District's TRS system with interstate TRS.

The essence of the debate on funding a TRS system concerns whether the costs of the system should be recovered through a surcharge or through base rates. C&P and Staff both recommend the use of a surcharge, while OPC and DCADC contend that TRS costs should be recovered through base rates. The vendors do not take a position on funding issues. *Id.* at 7.

C&P contends that it is impossible to estimate the actual cost of providing a TRS system for the District and that the only practical means of funding a new system is through an annually adjusted surcharge. C&P Ex.(5J) at 11-12. C&P claims that it is impossible to estimate costs now because the Commission has yet to set system standards, the amounts to be charged by the vendor are yet unknown, and the demand for TRS has yet to be quantified. *Id.* at 12. C&P further notes that TRS system usage typically grows over time and that the pace of such growth is very difficult to predict. *Id.* at 12. C&P recommends that the "TRS surcharge be modeled on the current E911 surcharge of 16¢ per non-Centrex access line and 2¢ per Centrex access line," with such a surcharge to be adjusted annually to reflect actual costs. *Id.* at 13. C&P argues that the amount of the surcharge should be incurred on C&P's bills under the existing line-item labelled "Surcharge for Federal Cost Adjustments." *Jt. Rpt.* at 7-8; C&P Final Post-H. Br. at 6-7. Staff agrees that it would be appropriate to fund TRS through an

¹⁰⁹ The parties agree that vendors should include in their bids the costs of both answering 85% and 90% of the calls within ten seconds, so that the costs can be compared as part of the selection process. *Jt. Rpt.* at 5.

increase in the existing Surcharge for Federal Cost Adjustments. Jt. Rpt. at 7-8; PSC Post-H. Memo. at 8-9.

OPC argues that TRS is a basic service that should be funded in the same manner as other basic services, through base rates. OPC Post-H. Br. (TRS) at 3-6. OPC points out that the ADA requires local exchange companies to provide to members of the deaf, hard of hearing and mute communities telephone services that are "functionally equivalent" to telephone services provided to hearing individuals, and that increased rates cannot be charged to TRS users for these services. OPC Ex. (2H) at 18-19. OPC argues that funding the TRS system through the line-item surcharge proposed by C&P improperly singles out one class of ratepayers for different treatment because of its members' physical characteristics (OPC Post-H. Br. (TRS) at 4), could stigmatize TRS users and lead to a negative reaction by hearing people who see the surcharge on their phone bills (OPC Ex. (2H) at 19-21; OPC Post-H. Br. (TRS) at 12); and is opposed by the deaf, hard of hearing and mute communities. OPC Post-H. Br. (TRS) at 4, 6. OPC comments that the Commission traditionally disfavors the use of surcharges and argues that the existing Surcharge for Federal Cost Adjustments should be reserved for non-traffic-sensitive costs associated with jurisdictional separations. Id. at 8-11. DCADC agrees that TRS should be "supported, offered and considered a part of basic phone services." DCADC Ex. at 7-8. Although DCADC advocates funding through base rates, it states that it will accept C&P's surcharge mechanism on an interim basis if the Commission changes over to base rate funding within two years. DCADC Post-H. Br. at 2-3.

AT&T agrees with C&P that it is impossible to determine the overall cost of TRS for the District at this time and supports C&P's proposal to adjust the charge annually. AT&T Ex. at 17. AT&T notes its concern that the deaf, hard of hearing and mute communities not be stigmatized by surcharge labels and recommends that any label used should be carefully selected. Id. at 18.

The parties were also unable to agree on the amount of an adjustment to basic rates or of a surcharge that would be necessary to pay for TRS, although they agree that it would be appropriate to split the total amount of TRS costs between residential customers (35%) and business customers (65%). Jt. Rpt. at 8.

C&P states that the surcharge would vary annually to reflect the actual cost of operating the TRS system. C&P Ex. (5J) at 14. OPC concurs with C&P that it is currently impossible to determine the cost of a TRS system and how basic telephone rates would have to be adjusted to pay for the system. OPC Ex. (2H) at 23. OPC recommends that the recovery of the costs associated with the TRS system be deferred until C&P's next general rate proceeding, when those costs will be known and measurable. Id. at 23-24.

Staff recommends that C&P be required to file additional testimony documenting TRS costs when this information is known so that an appropriate surcharge or adjustment to base rates can be determined. PSC Ex.(4I) at 14. Staff suggests that it and other parties be permitted to file comments on the reasonableness of such costs and the appropriate service rate. *Id.* DCADC notes that the amount charged for TRS in other states generally ranges from 3¢ to 25¢ per line, with an average of 10¢ to 15¢ per line, and recommends an initial charge in the District of 20¢ per line. DCADC Ex. at 8.

As explained in the Joint Report, "[e]ach party believes that its preferred funding mechanism reflects the experience of other states" and Staff will continue to monitor the relevant activities of other states. Jt. Rpt. at 8-9.

Whichever funding mechanism is chosen, C&P, OPC and Staff agree that Economy II customers should be exempt from paying TRS charges. Jt. Rpt. at 8.

Although the parties all agree that the TRS system must permit any TRS user to connect to the interexchange carrier of the user's choice, they could not agree on the appropriate mechanism for recovering the costs of such interstate calls. Jt. Rpt. at 6-7. The parties other than OPC agree that such costs should be recovered from C&P's customers in the same way that the costs for intra-District TRS calls are recovered. *Id.* OPC, however, opposes the recovery of interstate costs through intrastate charges, arguing that intrastate ratepayers should not subsidize interstate costs. *Id.* at 7; OPC Post-H. Br. (TRS) at 12-13.

2. Analysis and Decision: Establishing a TRS System

The Commission adopts the parties' settlement agreement as reflected in the Joint Report¹¹⁰ because it represents a thoughtful and reasonable solution to the issue of how best to provide a TRS system in the District of Columbia, it is supported by the evidence, and it is in the public interest of District residents. We will not, however, expressly exempt Economy II customers from paying TRS charges because those charges will, for the most part, be included in the base rates, as explained below. Accordingly, based on the evidence presented, we reach the following conclusions:

1. The TRS systems currently available in the District do not provide adequate service. As a result, the District's TRS

¹¹⁰ The Commission commends the parties for their efforts to settle the issues related to TRS.

system should be provided by a commercial entity, and should meet the standards below.

2. C&P itself will not own and operate the TRS system. Instead, the TRS system will be owned and operated by a third-party vendor under contract with C&P after a competitive bidding procedure conducted by C&P.

3. The timetable for the bidding procedure will be as follows:

| Event | Time Interval |
|--------------------|----------------------------------|
| PSC Issues Order | 1/27/92 |
| C&P Issues RFP | three weeks later |
| C&P Receives Bids | ten days later |
| C&P Selects Vendor | one week later |
| System Operational | ASAP, but not later than 5/30/92 |

4. Prior to the issuance of the RFP, C&P will send letters to those entities of which it is aware that are providing TRS systems in other jurisdictions advising them of the pending release of the RFP, in order to ensure that an adequate number of potential vendors respond to the RFP.

5. The RFP will specify that vendors will be competing, in part, on the speed with which the system can be made operational. The RFP will also contain penalty provisions in the event that a vendor promises an operational system by a given date, then fails to meet that date.

6. The system required to be operational on or before May 30, 1992 may be an interim system that meets FCC standards. Full compliance with District standards is required within three months after contract award if the District TRS system is provided from an existing regional TRS center, or six months after contract award in all other cases.

7. The RFP will require the winning vendor to make periodic reports to C&P and to the Advisory Board established hereunder, indicating the performance of the TRS system in relationship to the District-specific standards. These reports shall include the period of operation of any interim system, including any initial difficulties the vendor encounters in meeting system standards.

Any such difficulties will be reported promptly to C&P and the Advisory Board.

8. The items listed above are not exhaustive of the items to be addressed in the RFP. C&P will consult with the Staff, OPC, and representatives of the deaf, hard of hearing and mute communities in the preparation of the RFP and the selection of the winning vendor. Staff and OPC shall jointly determine which members C&P shall consult with. However, Staff and OPC shall make certain that the views of Hubert Anderson and David Nelson are considered. C&P, however, will be responsible for making the choice among bidders.

9. Within fourteen (14) days after the award of the contract, C&P will file a report with the Commission containing copies of the bids received and explaining the factors that led C&P to choose the winning vendor.

10. If no acceptable bids are received, C&P is required to ensure that the service is nevertheless provided in accordance with the schedule set forth herein, the terms of the ADA, the regulations of the FCC, and the standards for the TRS system adopted by this Commission.

11. The District's TRS system must meet all FCC standards and shall exceed those standards in at least the respects set out below. The RFP may request that vendors include additional features, such as a "store and forward" system, as options.

a. Typing Speed. The overall system requirement shall be a minimum typing speed of 45 words per minute. Individual Communications Assistants will be permitted to build up to the 45 words-per-minute speed during the initial three months after hiring.

b. Speed of Answer. Vendors shall be required to include in their bids the cost of (a) a system in which 85% of calls are answered within 10 seconds and (b) a system in which 90% of calls are answered within 10 seconds, so that the costs of these two options may be compared and a choice made between them. In either case, actual relay service shall begin within 30 seconds of answering.

c. Qualifications of Communications Assistants. Communications Assistants shall be high school graduates or shall have passed a high school equivalency examination. Communications Assistants shall be able to accurately translate the language and vocabulary used by TRS system users (including grammar and pronunciation), irrespective of the degree of technical sophistication of that language. If at the end of the first year of operation of the TRS system, it appears that an inadequate level of qualifications for Communications Assistants is interfering with

the ability of the system to meet the needs of users, these qualifications may be revised upward.

d. Future Changes in Standards. The fact that the specific standards listed above already exceed FCC minimum standards does not mean that additional higher standards may not be established in the future.

12. The TRS vendor should be required to have procedures in place for handling complaints "in-house," and bidders shall describe those procedures in their responses to the RFP. TRS system users will also be able to raise complaints about the system directly with C&P, with the Commission, with the OPC, or with the Advisory Board. The Commission's complaint procedures will be fully available to TRS users, with C&P responsible for responding to TRS-related complaints before the Commission.

We have carefully considered the parties' various recommendations for funding the TRS system through a surcharge or through base rates. The surcharge mechanism proposed by C&P has the distinct advantage of providing a relatively efficient means for C&P to recover its costs in establishing an extensive new service. As noted by OPC, however, we generally disfavor the use of surcharges. Moreover, we agree with DCADC and OPC that TRS is a basic service and are sensitive to the possibility that members of the deaf, hard of hearing and mute communities could be stigmatized by the use of a line-item surcharge. We, therefore, conclude that TRS should be funded through base rates.

Because sufficient cost information is not yet available to assess accurately the increase in base rates that will be necessary to pay for the new TRS system, and we do not believe that it would be appropriate to initiate a new base rate proceeding at this time, we have decided to fund TRS initially by increasing base rates by an amount that should cover a significant portion of total TRS costs, or \$.20 per access line per month. To the extent the amount charged is greater or less than the actual costs of providing TRS, a surcharge mechanism will be used to adjust that amount appropriately. This surcharge (or reduction) will be reflected in each customer's surcharge for Federal Cost Adjustments and will be adjusted on an annual basis. It will not be listed as a separate line item so as not to stigmatize the deaf, hard of hearing and mute communities through the use of an inappropriately labeled surcharge. The specific calculation of the TRS amount of each customer's surcharge will be as proposed in C&P Ex. (5J)-1, to reflect an 8:1 ratio between non-Centrex access lines and Centrex access lines. See C&P Ex. (5J) at 13. Each customer's appropriate TRS amount will then be added to the surcharge amount calculated as it is today, for a single total "surcharge for Federal Cost Adjustments" reflecting both TRS amounts and amounts related to the phase-down of the Subscriber Plant Factor. In the next general

rate proceeding, when the TRS system is operational and its costs are known, we will be able to recover TRS costs through base rates without the need for a surcharge.

The Commission has determined that the TRS system must permit all TRS users to connect to the interexchange carriers they choose. C&P, Staff, DCADC, Sprint and AT&T agree that the costs of such interstate calls should be recovered in the same way that the costs for intra-District TRS calls are recovered. OPC was unwilling to agree to this point. Except for OPC's objection, the Commission would approve the other parties' agreement on this issue. If OPC withdraws its objection, the Commission would order the recovery of interstate costs as the other parties have suggested.

3. Positions of the Parties: TRS Advisory Board

Following the hearing on TRS, and after determining that the advisory board discussed in the Joint Report will make a valuable contribution to the establishment and operation of a TRS system in the District (see Jt. Rpt. at 6), the Commission solicited additional comments concerning the appropriate structure and role of the TRS Advisory Board. Formal Case No. 850, Order No. 9932, (Dec. 20, 1991). C&P recommends that the Advisory Board consist of no more than eight members, with three members from the deaf, hard of hearing and mute communities (two to be appointed by DCADC and one by Gallaudet University), and one member each from the District of Columbia government, Staff, OPC, C&P, and the TRS vendor. Comments of the Chesapeake and Potomac Telephone Company (dated Dec. 27, 1991) ("C&P Comments") at 2. C&P asserts that the Advisory Board should perform many of the same roles as the Relay Texas Advisory Board¹¹¹, but argues that it is not necessary to

¹¹¹ In Order No. 9932, the Commission discussed the Relay Texas Advisory Board as a possible model for the District of Columbia's Advisory Board. As described in that order, the Relay Texas Advisory Board has thirteen members and

is involved in a wide range of issues, including the original request for proposals to provide TRS, complaints of the public about TRS service and operators, publicity campaigns including budgets, changing of the Commission's rules concerning handling of interstate traffic, protocols to be followed by operators, comments to be filed in the Federal Communications Commission (FCC) or Joint Board proceedings, analysis of contracts between carriers, use of ASCII technology, and confidentiality of the
(continued...)

involve the Advisory Board in the development of the RFP, in the analysis of contracts between carriers, and in filing any comments before the FCC and the Federal/State Joint Board. Id. at 2-3.

OPC recommends that the Advisory Board be composed of no more than fifteen members, with a majority of members, including the chairperson, coming from the deaf, hard of hearing and mute communities, and the remainder coming from the Commission (or Staff), OPC, C&P, the TRS vendor, and the District government agency responsible for issues involving the deaf, hard of hearing and mute communities. Comments of the Office of the People's Counsel in response to Commission Order No. 9932 (dated Dec. 27, 1991) ("OPC Comments") at 2. OPC concurs with C&P that the Advisory Board need not be involved in developing the RFP and that such involvement would only delay the selection of a TRS vendor. Id. See C&P Comments at 2. OPC also agrees that it is not necessary for the Advisory Board to analyze interexchange carrier contracts, because such contracts do not exist in the District of Columbia, and that the other matters considered by the Relay Texas Advisory Board are appropriate for the District's Advisory Board. OPC Comments at 3.

Staff contends that it, along with other appropriate parties, should be represented on the Advisory Board, but notes that "any requirement that a minimum number of representatives be selected from a particular group or be endorsed by a specific organization is wholly unnecessary." Comments of the Staff of the Public Service Commission of the District of Columbia in Response to Order No. 9932 (dated Dec. 27, 1991) at 3-4. Unlike C&P and OPC, Staff recommends that the Advisory Board be permitted to draft a model RFP as part of its participation in the vendor selection process. Id. at 4. Staff stresses that the Advisory Board should focus on quality of service issues and that it should be responsible for publicizing the availability of TRS. Id. at 4-5.

AT&T stated that it has no objections to the structure of the advisory board used in Texas. Letter from Mark A. Keffer to Commission (dated Dec. 27, 1991).

DCADC contends that the Advisory Board should consist of the following:

one representative from the telephone consumer group (if one exists);

¹¹¹(...continued)
system.

one representative from the Office of People's Counsel;

two representatives recommended by the DCADC;

one representative recommended by the DC Chapter Association of Late-Deafened Adults ("ALDA") or AARP;

one representative recommended by the Self Help for Hard of Hearing Persons ("SHHH");

one representative recommended by the president of Gallaudet University;

two representatives from the federal government (one of whom must be deaf; the other must be hard of hearing);

one representative recommended by the Black Deaf Advocates ("BDA");

one representative from C&P Telephone Company;

one representative from Deaf/Blind population (must be deaf/blind) and recommended by the Metro Washington Association of Deaf/Blind ("MWADB"); and

one representative from the speech impaired population (must be mute) and recommended by the DC Chapter of American Speech Language Hearing Association.

Letter from Hubert Anderson, Jr. to Commission (dated Dec. 26, 1991) at 1. DCADC asserts that the responsibilities of the Advisory Board should be the same as those of the Relay Texas Advisory Board, except that the District's Advisory Board need only "review/approve" the RFP developed by C&P, rather than assist in developing the RFP. Id. at 2. DCADC would permit C&P to retain the authority to solicit and evaluate bids, and to select the vendor, although it recommends that C&P have at least two representatives of the deaf and hard of hearing communities on the bid evaluation and selection panel. Id. DCADC also recommends the creation of an office with professional and support staff to function as a liaison between the Commission, the TRS industry and customers, and to provide assistance to the Advisory Board, which would be paid for out of the funds raised to finance the TRS system. Id.

4. Analysis and Decision: TRS Advisory Board

The parties are largely in agreement that the Commission, OPC, C&P, and the deaf, hard of hearing and mute communities should be represented on the Advisory Board, and we concur that these parties could make a valuable contribution to the establishment and continued operation of the District's TRS system. The comments of DCADC have been particularly helpful in determining appropriate representatives of the deaf, hard of hearing and mute communities, although we are sensitive to Staff's concerns that these representatives should not be limited to the members of certain organizations. C&P and OPC contend that the District of Columbia government and the TRS vendor should also be represented, and we agree that their presence would be beneficial. We therefore find that the TRS Advisory Board should consist of the following:

- 1) one representative of the Commission;
- 2) one representative of OPC;
- 3) one representative of C&P;
- 4) one representative of the TRS vendor;
- 5) one representative of a District of Columbia government agency responsible for issues involving the deaf, hard of hearing and mute communities;
- 6) one representative of the federal government (if the federal government desires to participate);
- 7) one individual recommended by the president of Gallaudet University;
- 8) two individuals recommended by DCADC;
- 9) one individual recommended by the District of Columbia chapter of the Association of Late-Deafened Adults;
- 10) one individual recommended by Self Help for Hard of Hearing Persons;
- 11) one individual recommended by Black Deaf Advocates;
- 12) one individual recommended by the Metro Washington Association of Deaf/Blind;
- 13) one individual recommended by the District of Columbia chapter of the

American Speech Language Hearing Association;

- 14) one individual recommended by Deaf Pride Incorporated; and
- 15) one individual selected "at-large" by the Commission who is familiar with the needs of the deaf, hard of hearing and mute communities in the District of Columbia and who may or may not be affiliated with any of the aforementioned organizations.

The named organizations are encouraged to recommend individuals who will be users of the TRS system. The Advisory Board will be permitted to select its own chairperson.

We find that the Advisory Board should have virtually the same functions as the Relay Texas Advisory Board. It will, therefore, have the opportunity to advise the Commission, C&P, and the TRS vendor on a broad range of matters concerning the establishment and operation of the District of Columbia's TRS system, including: complaints by the public about TRS service and TRS operators; publicity campaigns for TRS, including the budgetary requirements of same; the Commission's rules concerning interstate traffic; protocols to be followed by operators; the use of ASCII and other relevant technology; the confidentiality of the TRS system; and any matters concerning TRS that are being considered by the FCC or the Federal/State Joint Board. The Advisory Board will report directly to the Commission.

C&P, OPC, and DCADC agree that the Advisory Board should not participate in drafting the RFP. The Commission concludes that such participation would result in unnecessary delay, especially where the general parameters of the RFP have already been agreed upon by the parties in their Joint Report and are set forth herein. We further agree with DCADC that, although C&P should retain authority to solicit and evaluate bids, it should attempt to consult the deaf, hard of hearing and mute communities. Since the Advisory Board will not have been constituted in time to provide such consultation, C&P should consult with the representatives of those communities who participated in these hearings. We find that it is unnecessary for the Advisory Board to participate in the analysis of interexchange carrier contracts because there is only one local exchange carrier in the District of Columbia. Although the Advisory Board will be free to provide advice on any matters being considered by the FCC or the Federal/State Joint Board, none of the parties to this proceeding will be obligated to accept such advice.

**Request for Proposal to Provide
Telecommunications Relay Service (TRS)
in Washington, DC**

Exhibit no. 3

Release Date: Friday, May 20, 2011

**Deadline for Submission: Monday, June 20, 2011 @ 4:00 p.m. Eastern
Daylight Time (EDT)**

For additional information, please contact:

Jesse P. Clay, Jr.
Deputy Executive Director for Administrative Matters
DC Public Service Commission
1333 H Street, NW, 2nd Floor, West Tower
Washington, DC 20005
jclay@psc.dc.gov

or to obtain a copy of this proposal click on
www.dcpsc.org/requests/proposals/proposals.shtm

Company Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Fed Tax ID No.: _____

E-Mail Address: _____

Prices contained in this proposal are subject to acceptance within _____ calendar days.

I have read, understand, and agree to all terms and conditions herein.

Date: _____

Signed: _____

Print Name: _____ Title: _____

See page 16 for instructions on submitting proposals.

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1. SUMMARY OF THE PROJECT

The Public Service Commission of the District of Columbia (Commission or PSC) is soliciting proposals to provide District-wide, Telecommunications Relay Service (TRS) 24 hours a day, 7 days a week basis beginning July 13, 2011. TRS provides a platform to enable text telephone (TeleTYpewriter - TTY) and non-TTY users to communicate on the public switched telecommunications network. Through state of the art technology and highly trained and skilled Communication Assistants (CA), the District's TRS Provider provides deaf individuals and those with difficulty speaking with access to telecommunications services that are functionally equivalent to those used by hearing people communicating by voice.

The contract will be for a period of approximately sixteen months ending October 31, 2012, and two (2)/one-year option periods that can be exercised by the Commission in its sole discretion. Thus, the maximum period of the contract, with extensions, is three years. The District of Columbia Universal Service Trust Fund (DCUSTF) Administrator, currently Rolka Loube Saltzer Associates (RLSA), will manage the contract.

2. ACRONYMS / DEFINITIONS

| | |
|-----------------------|---|
| ASL | American Sign Language – A visual language based on hand shape, position, movement and orientation of the hands in relation to each other and the body. |
| ASCII | An acronym for the American Standard Code for Information Interexchange which employs an eight bit code and can operate at any standard transmission baud rate including 300, 1200, 2400 and higher. |
| BAUDOT | A seven bit code, only five of which are information bits. Baudot is used by some text telephones to communicate with each other at a 45.5 baud rate. |
| COMMON CARRIER | Any person engaged as a common carrier in interstate communications by wire or radio as defined in Section 3(10) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996. |
| CA | Communications Assistant - A person who relays conversation between two end users of TRS. |
| HCO | Hearing Carry Over - A reduced form of TRS in which the person with the speech disability is able to listen to the other end user and, in reply, the CA speaks the text as typed by the person with the speech disability. The CA does not type any conversation. |

| | |
|---|--|
| P.01 | A grade of service for a telephone system. P.01 indicates that no more than one call in 100 can be blocked (not served immediately) by the system. |
| TRS | Telecommunications Relay Services – Telephone transmission services that provide the ability for an individual who has a hearing or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability. TRS includes services that enable two-way communications between an individual who uses a text telephone or other non-voice terminal device and an individual who does not use such a device, speech-to-speech services, video relay services, and non-English relay services. |
| TTY | Text Telephone (TeleTYpewriter) – A machine that employs graphic communications in the transmission of coded signals through a wire or radio communications system. |
| VCO | Voice Carry Over – A reduced form of TRS with which the person with the hearing disability is able to speak directly to the other end user. The CA types the response back to the person with the hearing disability. The CA does not speak the conversation. |
| STS | Speech-to-Speech Relay Service – A telecommunications relay service that allows people with speech disabilities to communicate with voice telephone users through the use of specially trained CAs who understand the speech patterns of persons with disabilities and can repeat the words spoken by that person. |
| Non-English Language Relay Service | A telecommunications relay service that allows persons with hearing or speech disabilities who use languages other than English to communicate with voice telephone users in a shared language other than English through a CA who is fluent in that language. |
| Qualified Interpreter | An interpreter who is able to interpret accurately and impartially, both receptively and expressively, using any necessary specialized vocabulary. |

3. SCOPE OF WORK

3.1 REQUIREMENTS

Each bidder shall explain in writing its approach and plan to meet the requirements below.

The relay system shall handle call procedures and traffic consistent with the essentials outlined in this section during the life of the contract.

- 3.1.1 The relay system shall comply with the FCC's existing orders, standards, rules and regulations, including 47 C.F.R. § 64.601 et seq. The TRS Provider and the relay system also shall comply with the Commission's Rules and Regulations, particularly Section 2819.7, which addresses minimum service requirements.

If new or increased standards are mandated during the contract term, the TRS Provider shall notify the DCUSTF Administrator at least 90 days in advance of the implementation. Formal Commission approval of proposed cost increases is necessary. For the balance of the contract term (option years included), the TRS Provider will bill the DCUSTF Administrator only for the incremental costs to implement the new standards.

- 3.1.2 It shall be the responsibility of the TRS Provider to perform under the contract in conformance with the District of Columbia Public Service Commission's Procurement Regulations, as well as all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia Government; and it shall be the sole responsibility of the selected TRS Provider to determine the procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies that apply and their effect. See **Attachment A** for the Government of the District of Columbia's Standard Contract Provisions.

- 3.1.3 The TRS Provider shall meet, by required timelines, any applicable Commission approval requirements.

- 3.1.4 The TRS Provider shall provide toll-free access to a relay center. The TRS Provider shall provide District-wide service 24 hours a day, every day of the year, in accordance with system requirements and performance standards identified in the RFP and contract, and in the Commission's rules, through toll-free access numbers for TTY users and for voice users.

- 3.1.5 The numbers used to service this RFP shall remain the same within the District. The current access numbers are:

TTY -- 1-800-643-3768
ASCII -- 1-800-898-0137
Voice -- 1-800-643-3769
Speech-to-Speech -- 1-800-898-0740
Spanish-to-Spanish TTY -- 1-800-546-7111
Spanish-to-Spanish Voice -- 1-800-546-5111

The TRS Provider also shall provide 24-hour, toll-free Customer Service. The current Customer Service Number will be transferred to any new vendor.

3.1.6 Reliability standards of system design:

- a. Uninterruptible Power - The TRS Provider shall provide redundancy features functionally equivalent to the equipment in normal central offices, including uninterruptible power for emergency use.
- b. The TRS Provider shall transmit conversations between TTY and voice callers in real time.
- c. Disaster Recovery Plan - The TRS Provider shall have a complete recovery plan for dealing with all types of natural and man-made problems and disasters. If a major problem or disaster occurs, the TRS Provider shall contact the DCUSTF Administrator immediately. (The recovery plan should describe the levels of escalation that will be employed to restore service.)

3.1.7 Calls Originating or Terminating in the District of Columbia - Calls must originate or terminate in the District of Columbia to prevent relay costs from being incurred by the DCUSTF if non-residents want to access the District of Columbia relay service.

3.1.8 Location of Call Centers – The TRS Provider shall provide a list indicating the location of call center(s) that will be relied upon to provide TRS in the District of Columbia.

3.1.9 Carrier of Choice – Equal access to interexchange carriers. TRS users shall have access to their chosen interexchange carrier through the TRS, and to all other operator services, to the same extent that such access is provided to voice users.

3.1.10 Evaluation Reports – The TRS Provider shall provide service evaluation reports to the DCUSTF Administrator on a monthly basis to ensure that the minimum service requirements are being satisfied by the TRS Provider.

3.1.11 Start-up - The TRS Provider shall provide an implementation plan to the DCUSTF Administrator that indicates the critical dates for the start-up of

TRS and for customer notification. The TRS Provider must be able to meet the July 13, 2011 start date with no disruption in service.

- 3.1.12 Outreach – The TRS Provider shall provide an Outreach Plan as part of its response to this Request for Proposals, along with the pricing information required in Section 6. The Commission shall decide whether Outreach will be included in the contract. (The most recent Outreach Plan of the current TRS Provider is included as Table 1 in Attachment C, as an example.)

3.2 TECHNOLOGY

Each bidder shall explain in writing its approach, procedures, and plan to meet the technology requirements below.

- 3.2.1 ASCII and Baudot – The TRS Provider shall be capable of communications with ASCII and Baudot formats, at any speed in general use.
- 3.2.2 Speed of Answer - The TRS Provider shall answer 85% of calls within 10 seconds by any method which results in the calls' being placed immediately, not put in a queue or on hold.
- 3.2.3 The TRS system shall be designed to a P.01 standard.
- 3.2.4 Voice Mail and Interactive Menus - The CA must alert the TRS user to the presence of a recorded message and/or an interactive menu through a "hot key" on the CA's terminal. The hot key will send text from the CA to a customer's TTY, indicating that the recording or interactive menu has been encountered. The TRS Provider shall electronically capture recorded messages and retain them for the length of the call. The TRS Provider may not impose any charges for additional calls which must be made by the relay user in order to complete calls involving recorded or interactive messages. TRS services shall be capable of handling pay-per-call telephone calls.
- 3.2.5 Handling of Emergency Calls - The TRS Provider shall assist callers who, instead of calling 911, have called the relay center for emergency assistance, and the CA must follow established procedures when interacting with the 911 dispatcher.
- 3.2.6 Interstate and International Calls - The TRS Provider shall handle these types of calls for District of Columbia TRS customers.
- 3.2.7 Traffic Reports – The TRS Provider must submit detailed monthly traffic reports to the DCUSTF Administrator no later than the 25th of the month following that in which the service was provided.
- 3.2.8 Cellular and Other Communications Services - The TRS Provider must have procedures for handling cellular and other communications service

calls and the related billing procedures.

- 3.2.9 Voice Carryover (VCO) and Hearing Carryover (HCO) - The TRS Provider shall provide these services in accordance with FCC guidelines.
- 3.2.10 The TRS Provider shall have “in-house” procedures for resolving customer complaints.
- 3.2.11 Confidentiality and Conversation Content - Except as authorized by Section 705 of the Communications Act, 47 U.S.C § 605, CAs are prohibited from disclosing the content of any relayed conversation regardless of content and, with a limited exception for Speech-to-Speech CAs, CAs are prohibited from keeping records of the content of any conversation beyond the duration of a call. However, Speech-To-Speech CAs may retain information from a particular call in order to facilitate the completion of consecutive calls at the request of the user.
- 3.2.12 Spanish Relay Services - The TRS Provider must have CAs capable of handling Spanish language calls 24 hours a day, 7 days a week. These services should be available in both Spanish-to-Spanish and Spanish-to-English.
- 3.2.13 Directory Assistance – The TRS Provider shall provide callers with access to local and long distance directory assistance. The TRS Provider should provide this service and its billing procedures to end-users.
- 3.2.14 Automatic Numbering Identification (ANI) - The TRS Provider shall use ANI, unless it is not available from the Local Exchange Carrier.
- 3.2.15 Caller Identification (Caller ID) - The TRS Provider must have procedures and technology to provide Caller ID services.
- 3.2.16 Message Retrieval - The TRS Provider shall provide retrieval of messages from the answering machine and voice mail.
- 3.2.17 Call Release - The TRS Provider shall provide call release services.
- 3.2.18 Speed Dialing - The TRS Provider shall provide speed dialing services.

3.3 OPERATIONAL PROTOCOL, SKILLS, TRAINING, AND OTHER STANDARDS

Each bidder shall explain in writing its approach, procedures, and plan to meet operational protocol, skill, training, and other standards below.

- 3.3.1 Standardized Greeting - The CA shall use a pre-determined script (voice or mechanical depending on the equipment used by the caller) to announce

himself/herself as an agent for the District of Columbia TRS and include the gender and identification number of the CA.

3.3.2 Each CA shall possess the following skills:

- a. Competence in typing, grammar, spelling; interpretation of typewritten ASL; and familiarity with the hearing and speech disability community's culture, language, and etiquette.
- b. The CA must possess clear and articulate voice communications.
- c. The CA must provide a typing speed of at least 60 words per minute.
- d. The CA must be a high school graduate or have passed a high school equivalency examination.

3.3.3 Code of Ethics - A CA "Code of Ethics," which will serve as a guide to CAs' professional performance, should be included in the proposal.

3.3.4 Each CA shall comply with the following guidelines for relaying communications:

- a. The CA shall identify himself or herself as a Communications Assistant (TRS operator) and provide his or her gender and identification number.
- b. The CA shall translate typed English to correct spoken English so that the non-TTY user can understand and converse with the caller.
- c. The CA shall inform the TTY user of the non-TTY user's tone of voice, in parentheses. These descriptions should include terms such as laughing or yelling, as well as background noise.
- d. The CA shall keep the end user informed of the progress of the call, using such terms as ringing, busy signal, put on hold, or disconnected.
- e. The CA shall honor the TTY user's option of telling the CA what aspects of the call the TTY user will handle.
- f. The CA shall communicate exactly what is said when the call is answered and during the conversation, unless either party specifically requests otherwise.
- g. When relay services need to be explained to a non-TTY user, the CA shall indicate to the TTY user that he or she is explaining the service.

- h. The CA shall use a conversational tone appropriate to the type of call made by the TTY user.
- i. The CA shall inform the TTY user if a different person becomes involved in the phone call.
- j. If a different CA becomes involved in the call, both end users shall be notified. The new CA shall give his or her gender and identification number.
- k. If an end user makes subsequent calls after the initial one (to the relay center) and the called line is busy, the CA shall permit unlimited re-dial attempts.
- l. All comments (to the relay) by either end user shall be relayed.
- m. The CA shall verify the spelling of all proper nouns, addresses, and numbers that are spoken.
- n. The CA shall disconnect the outbound call when the inbound caller disconnects.
- o. If a caller wants to register a complaint, the CA shall give the caller the option to be connected to a supervisor or to be given the customer service number.
- p. The CA shall not counsel, advise, or interject personal opinions into a relay call. The CA shall not have a personal conversation with an individual using the relay services.
- q. Callers do not have to give their names or the names of the parties they are calling. The CA may request the name only if it will help to explain the relay service, and the CA must explain how this will help the call.
- r. If a TTY user types an "S," the CA must recognize that this indicates a person with difficulty speaking.
- s. If a TTY caller reaches an answering machine, the CA shall let the end user know and give the caller the option to leave a message or disconnect the call.

3.4 CALL SERVICE SPECIFICATIONS

Each bidder shall explain in writing its approach, procedures, and plan to meet the call service specification requirements below.

3.4.1 Call charges to TRS users will cost no more than charges for functionally

equivalent service paid by callers that use “regular” telephone services.

- 3.4.2 The TRS Provider shall provide billing to end users or their carriers for interstate and intrastate calls, if billing is not provided by others.
- 3.4.3 The TRS Provider shall allow TRS users the ability to use calling cards, credit cards, and third-party billing and make collect calls and calls to and from hotel rooms. The TRS Provider shall explain how these types of billing will be made available to the user.
- 3.4.4 The TRS Provider shall assure that billed minutes to the District will be rounded to the nearest fraction of a minute.
- 3.4.5 The TRS Provider shall provide local calls, long distance calls and international calls and explain how they will be identified and documented for billing purposes, specifically those calls to be paid by the District of Columbia Universal Service Trust Fund and those to be paid by the TRS Administrator for the Federal Communications Commission.
- 3.4.6 The TRS Provider shall list long distance charges on the end user’s bill.
- 3.4.7 The TRS Provider shall transmit the billing record detail to the billing agent (if applicable).

4. COMPANY BACKGROUND, INSURANCE, REFERENCES, AND CONFLICT OF INTEREST

The proposal must contain the following information on the company offering to provide TRS, to demonstrate the bidder’s qualifications and ability to provide TRS in the District of Columbia:

4.1 COMPANY INFORMATION

- 4.1.1 Company Ownership – If incorporated, provide the state in which the company is incorporated and the date of incorporation. An out-of-state company must become qualified to do business in the District of Columbia as a foreign corporation before a contract can be executed.
- 4.1.2 Disclosure of any prior or on-going contract failures, contract breaches, and any civil or criminal litigation or pending investigation which involves the company or in which the company has been judged guilty or liable.
- 4.1.3 Company’s background/history and qualifications for providing TRS in the District of Columbia.
- 4.1.4 Length of time the company has offered TRS.

- 4.1.5 Whether the company has ever been engaged in a contract with any District agency? If “Yes,” specify when, for what duties, and for which agency.
- 4.1.6 The Company’s Dun and Bradstreet number.
- 4.1.7 The location of the Company’s headquarters and office(s) that will be assigned to the District of Columbia TRS.
- 4.1.8 The Company’s number of employees, both locally and nationally.
- 4.1.9 The location(s) from which employees will be assigned to the District of Columbia TRS.
- 4.1.10 An organizational chart identifying the hierarchical structure of the company’s personnel involved in the contracting and provision of TRS. Please include management, legal division, supervisors, etc.
- 4.1.11 Resumes for key staff to be responsible for the performance of any contract resulting from this RFP.
- 4.1.12 The name, address, and telephone number of the company’s point of contact for a contract resulting from this RFP.

4.2 INSURANCE

Each bidder shall explain in writing its approach, procedures, and plan to meet the insurance requirements below.

- 4.2.1 The TRS Provider must provide insurance.

4.2.2. REQUIRED POLICIES

The TRS Provider shall maintain (i) workers compensation insurance in accordance with statutory limits; (ii) a general liability insurance policy with limits of at least the value of the contract; (iii) an employer’s liability policy; and (iv) an umbrella policy providing coverage at least as extensive as the underlying policies.

4.2.3. REQUIRED ENDORSEMENTS

All policies required hereunder must show the bidder as the certificate holder and must contain language requiring a sixty (60) day prior notification directly to the Commission.

All insurance policies shall be issued by insurers licensed to do business in the District of Columbia and any insuring company is required to have a minimum rating of an A-Class C in Best's Key Rating Guide published by A.M. Best and Company, Inc.

4.3 REFERENCES

Each bidder shall explain in writing its approach, procedures, and plan to meet the reference requirement below.

The bidder must provide the names and contact information of at least three (3) customer references from similar projects performed for private, state and/or large local government clients within the last five years.

4.4 CONFLICT OF INTEREST

Each bidder shall explain in writing its approach, procedures, and plan to meet the requirement below.

The TRS Provider shall not enter into any partnership agreement or contract with any person or organization that could be construed as a conflict of interest for the provision of TRS in the District of Columbia. The TRS Provider will inform the DCUSTF Administrator of any relationship that it becomes aware of or that develops during the term of the contract that may be interpreted as a conflict of interest.

4.5 CERTIFIED BUSINESS ENTERPRISE (CBE)

Under the provisions of the Small Local and Disadvantaged Business Enterprise Development and Assistance Amendment Act of 2005,¹ preference shall be given to individuals and firms that are certified by the Department of Small and Local Business Development (DSLBD) as having resident business ownership, being a Local Business Enterprise, being a Disadvantaged Business Enterprise, or as operating in an Enterprise Zone. To take advantage of this preference, a copy of the certification acknowledgment letter must be submitted with the individual's or firm's submission.

In accordance with this law, the following preferences shall be awarded in evaluating a Respondent's proposal:

- Three points shall be awarded if the individual or firm is certified as a small business enterprise;
- Five points shall be awarded if the individual or firm is certified as resident-owned business;
- Ten points shall be awarded if the individual or firm is certified as a longtime resident business;

¹ D.C. Code § 2-218.02 et.seq. (Supp 2010)

- Two points shall be awarded if the individual or firm is certified as a local business enterprise;
- Two points shall be awarded if the individual or firm is certified as a local business enterprise with its principal office located in an enterprise zone; and
- Two points shall be awarded if the individual or firm is certified as a disadvantaged business enterprise.

A Certified Business Enterprise (CBE) shall be entitled to any or all of the preferences provided in this section, but in no case shall a CBE be entitled to a preference of more than 12 points or a reduction in price of more than 12 percent.

Information: For information regarding the application process, contact the DSLBD at the following address or telephone number:

Department of Small and Local Business Development
 Government of the District of Columbia
 One Judiciary Square
 441 - 4th Street, N.W., 9th Floor, Suite 970 N
 Washington, D.C. 20001
 (202) 727-3900 (Telephone Number)
 (202) 724-3786 (Facsimile Number)

Any individual or firm with Local Business Enterprise or Disadvantaged Business Enterprise certification as its joint venture or constituent entity, shall be entitled to the applicable preference points provided for in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act, Part D, Subpart 2, Sec. 2343 in direct proportion to the percentage of the effort to be performed by the Local Business Enterprise or Disadvantaged Business Enterprise. A copy of the certification acknowledgment letter must be submitted with the Respondent's proposal.

5. SUBCONTRACTING

- 5.1 If the bidder desires to subcontract any part of the contracted services to a subcontractor, the bidder shall identify the specific subcontractor and the specific requirements of this RFP that the proposed subcontractor will perform.
- 5.5.2 The bidder shall provide the same company information for any proposed subcontractor as requested in the Company Information section.
- 5.5.3 The bidder shall provide three (3) references for each subcontractor.
- 5.5.3 The bidder shall provide insurance information for each subcontractor before any work is performed.

- 5.5.4 The bidder shall explain in writing how it will ensure that each subcontractor complies with the Conflict of Interest requirement above.
- 5.5.5 If the TRS Provider intends to use a subcontractor during the term of the contract that has not been identified in its response to the RFP, the TRS Provider shall inform the DCUSTF Administrator and receive approval from the Commission prior to entering into a subcontractor relationship.
- 5.5.6 The fact that delay resulted from a subcontractor's conduct, negligence, or failure to perform shall not excuse the TRS Provider from the liquidated damages provisions of this contract.

6. COST/PRICING

- 6.1 Basic Cost - The bidder shall submit a fixed rate per session minute covering the first year of the contract for the services identified in the Scope of Work section. A separate rate per minute also covering Outreach shall be provided as well.
- 6.2 The bidder shall provide a fixed rate per session minute covering the two one-year extensions of the contract that the Commission may opt to exercise. The fixed rate per session minute shall be submitted for the services identified in the Scope of Work section. A separate rate per minute also covering Outreach shall be provided as well.
- 6.3 The bidder's proposal must clearly identify any charges for unbillable and uncollectible calls and must provide sufficient information to evaluate whether any such charges are reasonable.
- 6.4 The bidder's proposal shall discuss its detailed plan for implementing TRS in the District of Columbia by July 13, 2011. The plan must describe how the transition from the existing TRS Provider to the new company will be accomplished. The plan must include procedures for adequate advertising to notify and educate relay users about the change and include a timeline with set dates for major steps in the implementation process from contract award date to start date.
- 6.5 The bidder's pricing must be firm and include prices for all mandatory services. No estimates or contingencies are allowed. All prices submitted in response to the RFP will be considered the company's best offer.

7. INSTRUCTIONS FOR SUBMISSION OF RESPONSE TO THE RFP

- 7.1 All questions and/or comments regarding this RFP must be received in writing by e-mail as follows:

Questions must reference **PSC-11-04 - Request for Proposal to Provide Telecommunications Relay Service (TRS) in Washington, DC** and be addressed to:

Jesse P. Clay, Jr.
Deputy Executive Director for Administrative Matters
District of Columbia Public Service Commission
1333 H Street, NW, 2nd Floor, West Tower
Washington, D.C. 20005
Email: jclay@psc.dc.gov

The deadline for submitting questions is **May 30, 2011 by 2:00 p.m. EDT**. All questions and/or comments will be addressed in writing and responses mailed, faxed or e-mailed to prospective vendors on or about **June 3, 2011 by 4:00 p.m. EDT**. Please provide company name, address, phone number, fax number, e-mail address, and contact person when submitting questions.

In order to assist bidders, the requirements for a D.C Relay Outreach Plan, usage information, and a sample Consumer Service Report are included in Attachment C.

- 7.2 **RFP Timeline – These dates represent a tentative schedule of events. The Commission reserves the right to modify these dates at any time with appropriate notice to prospective companies.**

| | |
|---|---------|
| Publish RFP on the Commission website | 5/20/11 |
| RFP questions from bidders due to the Commission | 5/30/11 |
| Responses to questions posted on the Commission's website | 6/03/11 |
| Deadline for submission of proposals | 6/20/11 |
| Selection approved by Commission | 6/24/11 |
| Contract negotiations | 6/29/11 |
| Contract award | 7/01/11 |
| Commencement of Services | 7/01/11 |

- 7.3 Companies shall submit one (1) original proposal and three (3) copies to:

Jesse P. Clay, Jr.
Deputy Executive Director for Administrative Matters
DC Public Service Commission
1333 H Street, NW, 2nd Floor, West Tower
Washington, DC 20005

- 7.4 **The Commission must receive proposals no later than 4:00 p.m. EDT on Monday, June 20, 2011.** Proposals that do not arrive by the proposal opening time and date **will not be accepted**. Companies may submit their proposals any time prior to the above stated deadline.
- 7.5 The Commission will **not** consider any proposals that are sent by facsimile, e-mail, or telephone.
- 7.6 For ease of evaluation, proposals must be presented in the following format. Exceptions to this format will be considered during the evaluation process and may reflect negatively on the company's score.
- 7.7 Transmittal Letter – A transmittal letter prepared on the company's business stationery must accompany each proposal. An individual authorized to bind the company to all statements contained in the proposal, including those related to services to be provided and prices, must sign the letter. No price information shall be discussed in the letter.
- 7.7.1 Proposals must begin with a table of contents, be organized consistent with the sections and subsections of this RFP, and have divider tabs for each section.
- 7.7.2 The entire response must be submitted in no less than 12-point font. 7.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references should be made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 7.9 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP.
- 7.10 Descriptions of how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given in detail, along with any appropriately marked information documents.

8. EVALUATION CRITERIA

8.1 The Commission will evaluate and score each proposal based upon the following four areas, listed by priority order:

8.1.1 System, Operations and Service Quality

- Mandatory Requirements
- Technology
- Operational Protocol, Skills, Training, and Standards
- Call Services Specifications
- Company Background, Insurance, and Subcontractors

8.1.1.1 Cost/Price

8.1.1.2 References

8.1.1.3 Certified Business Enterprise (CBE)

8.2 **System, Operations, and Service Quality Rating System:** The System, Operations and Service Quality area, as outlined in Section 3, “Scope of Work,” Section 4, “Company Background, Insurance, References, and Conflict of Interest,” and Section 5, “Subcontracting,” is comprised of five specific factors, and points associated with the “CBE factor” Section 4 provides for a total point score of 182 points. These factors, with their associated maximum point scores, are outlined below:

- | | |
|---|-----------|
| • Mandatory Requirements | 40 points |
| • Technology | 40 points |
| • Operational Protocol, Skills, Training, & Standards | 40 points |
| • Call Services Specifications | 30 points |
| • Company Background, Insurance, Conflict of Interest, and Subcontractors | 20 points |

8.3 **Cost/Price Rating System:** The Cost/Price area, as outlined in Section 5, “Cost/Pricing,” will not be given a specific score. However it will be carefully considered in performing an integrated assessment of the proposals leading to selection of the best value bidder.

8.4 **References Rating System:** The References area, as outlined in Section 4, “Company Background and References,” will have a total point score of 30 points.

8.5 **Certified Business Enterprise** **12 points**

Pursuant to the provisions of the Small, Local and Disadvantaged Business Enterprise Development and Assistance Act of 2005, (D.C. Official Code § 2-218.01 *et seq.*) a maximum of 12 points may be awarded to Respondents who meet the Act’s definition(s) of Small, Local and Disadvantaged Business Enterprises. The award of preference points will be made as follows in

accordance with the Law: 1) local business enterprises receive four participation points; 2) disadvantaged businesses receive three participation points; 3) businesses with resident ownership receive three participation points; and, 4) businesses located in enterprise zones receive two participation points. No business shall be permitted to receive preference points unless the enterprise has been issued a certificate of registration under the provisions of this law.

- 8.6 Reference checks will not be limited to specific customer references, but may include other relay and state officials, consumers, and organizations serving people with disabilities.
- 8.7 The Commission reserves the right to make test calls.
- 8.8 The Commission will evaluate each proposal based on the requirements in this RFP. The company must acknowledge and agree to perform all RFP requirements and meet all performance standards.
- 8.9 When the Commission renders its final decision on the selection of a TRS Provider, the award will be posted on the following website: www.dcpsc.org.

| |
|---|
| To Locate Information on the District of Columbia's PSC website: |
|---|

- 1. Go to the District of Columbia PSC's home page
<http://www.dcpsc.org>**
- 2. Click on "Requests..." (located on left side of page).**
- 3. Click on "Requests for Proposals."**
- 4. Click on "Contract Awards."**
- 5. Scroll down list and click on desired award to receive details.**

- 8.10 Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Commission. Negotiations will be confidential and not subject to disclosure to competing companies, unless and until an agreement to do so is reached. If contract negotiations cannot be concluded, the Commission may negotiate a contract with the next highest scoring company or withdraw the RFP.

9. TERMS, CONDITIONS, AND EXCEPTIONS

- 9.1 The DCUSTF Administrator will monitor performance following the contract award for customer service, timeliness, quality, technology, flexibility, and pricing.
- 9.2 The Commission reserves the right to alter, amend, or modify any provisions of the RFP, or to withdraw this RFP at any time prior to the award of a contract, if it is in the best interest of the District of Columbia to do so.

- 9.3 The Commission reserves the right to reject any and all proposals received prior to contract award.
- 9.4 The Commission will award the contract to the bidder whose proposal conforms to the solicitation and is most advantageous to the District of Columbia, taking into consideration cost and other criteria set forth in this document, and based upon the specified evaluation criteria.

In evaluating and selecting bidders for award, the Commission may award the contract to a higher-rated, higher-priced TRS Provider when the offer is consistent with the evaluation criteria set forth and the Commission determines that any added benefits are worth the price premium. While the Commission will strive to exercise maximum objectivity, the source selection process, by its very nature, is subjective and professional judgment is implicit and necessary.

Proposals that appear unrealistic in terms of technical commitments, reflect a lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract may be rejected.

- 9.5 Proposals may be withdrawn by written or facsimile notice received prior to the proposal closing date and time.
- 9.6 Prices offered by companies are irrevocable offers for the term of the contract and any contract extensions. The selected company agrees to provide the purchased services at the costs, rates, and fees set forth in its proposal in response to this RFP. No other costs, rates, or fees will be payable to the selected company for implementation of its proposal.
- 9.7 Neither the DCUSTF Administrator nor the Commission is liable for any costs incurred by companies prior to entering into a formal contract. Costs of developing the proposal, or any other such expenses incurred by the company in responding to the RFP, are entirely the responsibility of the bidder. Neither the DCUSTF Administrator nor the Commission shall reimburse companies for such costs. All submitted proposals become the property of the Commission.
- 9.8 All proposals must identify any subcontractors and outline the contractual relationship between the bidder and each subcontractor. An authorized individual of each proposed subcontractor must sign a statement that the subcontractor has read and agrees to abide by the bidder's obligations. Any such statements shall be included as part of the bidder's proposal.
- 9.9 The TRS Provider will have the sole responsibility for the contract. The TRS Provider will be responsible for the non-performance of any or all subcontractors.
- 9.10 Additional "Terms, Conditions, and Exceptions" are located in **Attachment A**,

ATTACHMENT A

Public Service Commission of the District of Columbia's Procurement regulations – 15 DCMR § 2200 *et. seq.* (2000). go to www.dcpsc.org (homepage), click on the Contracting and Procurement button, click on Requests for Proposals, and click on the RFP for Case No. 988.

ATTACHMENT B

Disclosure Statement

The following individuals will perform the work described in this proposal:

Please indicate, to the best of your knowledge, if any of these individuals is related to or has worked for the following individuals in the past five (5) years:

Chairman Betty Ann Kane
Commissioner Richard E. Morgan
Commissioner Lori Murphy Lee

ATTACHMENT C

Background Information

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Table 2 – Monthly Customer Service Call Totals

Table 3 – Monthly Usage - Number of TRS Calls

Table 4 – Completed TRS Calls by Jurisdiction

Table 5 – Number of Completed TRS Calls by Method

Table 6 – District of Columbia Relay Service –Jurisdictional Summary

Table 7 – DC Relay Service - Customer Service Report



Public Service Commission of the District of Columbia

1333 H Street, N.W., 2nd Floor, West Tower, Washington, DC 20005 (202) 626-5100

Exhibit no. 4

RFP NO. PSC-11-10 THE PUBLIC SERVICE COMMISSION OF THE DISTRICT OF COLUMBIA (COMMISSION) REQUEST FOR PROPOSALS TO ENGAGE A TECHNICAL CONSULTANT IN FORMAL CASE NO. 988 TO PROVIDE CAPTIONED TELEPHONE RELAY SERVICE ("CTRS") IN THE DISTRICT OF COLUMBIA.

Proposal Issue Date: September 9, 2011

Proposal Due Date: September 30, 2011, no later than 4:00 p.m. EDT

Contact: Jesse P. Clay, Jr.
Deputy Executive Director for Administrative Matters
Public Service Commission of the
District of Columbia
1333 H Street, NW, 2nd Floor, West Tower
Washington, DC 20005
Email: jclay@psc.dc.gov
Telephone: (202) 626-5145

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PUBLIC SERVICE COMMISSION OF THE DISTRICT OF COLUMBIA

A. SCOPE OF WORK SUMMARY

The District of Columbia Public Service Commission will engage a technical consultant in Formal Case No. 988 to provide Captioned Telephone Relay Service (“CTRS”) in the District of Columbia.¹

B. BACKGROUND

CTRS is a form of TRS that is useful for individuals with proficient speaking abilities but poor hearing. CTRS users² typically fall into one or more of the following categories: 1) individuals with significant hearing loss; 2) late-deafened individuals accustomed to using the telephone; 3) hearing aid and cochlear implant users; and 4) individuals who are deaf and have speech skills. CTRS users receive both the voice message and written captions of the conversation. CTRS written captions appear on the telephone set during the telephone conversation. CTRS also includes E-911, voicemail, and other customary telephone services.

This RFP directs interested persons to submit proposals to provide CTRS in the District of Columbia. The Commission is seeking CTRS that is functionally equivalent to regular telephone service. The approved service must meet the speed, accuracy, and reliability required in the Scope of Work.

C. BUSINESS AND CONTRACT TERMS

It is anticipated that this contract will be for a one-year trial with two one-year option periods that can be exercised by the Commission in its sole discretion.

D. AUTHORITY OF THE COMMISSION TO RELEASE RFP

This RFP is being released pursuant to the Commission’s Procurement Regulations, 15 DCMR, Chapter 22, which is available on the Commission’s website at www.dcpsc.org.

¹ See Section M for the complete Scope of Work.

² “CTRS User” may include the person calling a person who has a CTRS telephone.

E. RFP AVAILABILITY

The RFP will be published on the Commission's website at www.dcpsec.org³ or to <http://www.dcpsec.org/requests/proposals/proposals.shtm>. The RFP also may be obtained by email or written request to:

Jesse P. Clay, Jr.
Deputy Executive Director for Administrative Matters
Public Service Commission of the District of Columbia
1333 H Street, NW
Second Floor West Tower
Washington D.C. 20005
E-mail: jclay@psc.dc.gov
Telephone: (202) 626-5145

F. REQUIREMENT TO EXAMINE, CLARIFYING INFORMATION, AND CONTACT PERSON

Each potential Offeror should carefully examine this RFP and all amendments, addenda, or revisions, and thoroughly familiarize itself with all requirements prior to submission. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification. All information provided and representations made by Offerors in their proposal are material and important, and will be relied upon by the Chief Contracting Officer in awarding the contract.

Should a potential Offeror find discrepancies, ambiguities, or omissions in the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, the potential Offeror must submit a written request for interpretation or correction.

Any interested person wishing to make such a request or obtain clarifying information about this RFP may submit inquiries *in writing only to*:

Jesse P. Clay, Jr.
Deputy Executive Director for Administrative Matters
Public Service Commission of the District of Columbia
1333 H Street, NW
Second Floor West Tower
Washington D.C. 20005
E-mail: jclay@psc.dc.gov
Telephone: (202) 626-5145

All inquiries must be submitted to the Commission on or before, **Monday, September 19, 2011 by 2:00 p.m., Eastern Daylight Time (EDT)**, to the attention of the contact person for this RFP,

³ Access the Commission's website at www.dcpsec.org (homepage), then click on Contracting and Procurement. Next click on Request for Proposals, and then click on Formal Case No. 888 – The District of Columbia Public Service Commission will engage a technical consultant to provide Captioned Telephone Relay Service (“CTRS”) in the District of Columbia.

Jesse P. Clay, Jr., at the above address. E-mail inquiries are acceptable and preferred. The inquiry shall be entitled as follows: **RFP-11-10 - Captioned Telephone Relay Service.**

To insure that no Offeror may obtain a competitive advantage because of information acquired that is unknown to other Offerors, the answers to all timely received written questions will be posted on the Commission's Contracting and Procurement webpage. Offerors should look under RFP-11-10 by **Friday, September 23, 2011, at 4:00 p.m., EDT.** Any oral explanations or instructions given before the award of the contract shall not be binding.

Offerors may be required to make an oral or written clarification of their proposal to the Commission's Evaluation Committee. The Commission will initiate any requests for clarification.

G. ANTICIPATED SCHEDULE OF ACTIVITIES

The following reflects the Commission's anticipated schedule of activities. The Commission reserves the right to amend this schedule as necessary. Any changes to the schedule will be posted on the Commission's website at www.dcpsc.org.

| | |
|---|--------------------|
| Publish RFP on the Commission website | September 9, 2011 |
| RFP questions from potential Offerors due to the Commission | September 19, 2011 |
| Responses to questions posted on the Commission website | September 23, 2011 |
| Deadline for submission of Offerors' proposals | September 30, 2011 |
| Selection of Offeror approved by Commission | October 6, 2011 |
| Contract negotiations | October 11, 2011 |
| Contract award | October 14, 2011 |
| Commencement of project activities | Immediately |

H. SUBMISSION OF PROPOSALS

1. DEADLINE

The closing date for proposals is **no later than 4 p.m. Eastern (EDT) on Friday, September 30, 2011.** A proposal received after this deadline will not be considered.⁴ Submissions shall be placed in a sealed envelope conspicuously marked: **"Submission in Response to RFP 11-10, Formal Case No. 988, Request for Captioned Telephone Relay Service."** Submit one (1) original and three (3) copies under seal by mail or delivery to:

⁴ See also Section H-6: Late Submissions and Modifications.

Jesse P. Clay, Jr.
Deputy Executive Director for Administrative Matters
Public Service Commission of the District of Columbia
1333 H Street, NW
Second Floor West Tower
Washington D.C. 20005
E-mail: jclay@psc.dc.gov
Telephone: (202) 626-5145

Offerors assume the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

2. OFFEROR ELIGIBILITY

To be eligible, Offerors must be neutral and impartial and not advocate specific positions to the Commission in proceedings not related to matters within the Scope of Work in this RFP. Offerors must demonstrate technical capabilities, competence, and resources to perform the duties as delineated in the Scope of Work, Section M, of this RFP.

3. ACKNOWLEDGEMENT OF AMENDMENTS AND ADDENDA

Potential Offerors shall acknowledge the receipt of any amendment or addendum to this RFP by: (a) signing and returning the amendment or addendum; (b) letter; or (c) e-mail. The Commission must receive the acknowledgement by the date and time specified for receipt of submissions. An Offeror's failure to acknowledge an amendment or addendum may result in rejection of its proposal.

4. SUBMISSION: GOOD FAITH AND ACCEPTABLE FORMAT

Submissions shall follow the format listed in Section L-1, Proposal Format Requirements. E-mail and facsimile submissions will not be accepted. The proposal must be made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person who also intends to submit a complementary or other, noncompetitive proposal. Furthermore, an Offeror shall not attempt to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal with higher costs than in the Offeror's proposal, or to submit any intentionally high-cost or noncompetitive proposal or other form of complementary proposal.

5. RETENTION OF SUBMISSIONS

Submissions will not be returned to the Offerors.

6. LATE SUBMISSIONS AND MODIFICATIONS

Any submission or best and final offer received at the Commission after the exact time specified for receipt will not be considered. Any modification to a submission, including a modification

resulting from the Chief Contracting Officer's request for best and final offers, is subject to the same conditions set forth in Section L. The only acceptable evidence to establish the time of receipt of the submission is the Commission's time-date stamp or other documentary evidence of receipt maintained by the Commission. Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful submission that makes the terms more favorable to the Commission may be considered at any time it is received and may be accepted.

Submissions shall be irrevocable and remain in full force and effect for a period of not less than 120 days after receipt. Moreover, except as otherwise noted herein, the commitments and representations in the proposal of the selected Offeror and the obligations specified in the RFP will become contractual obligations and binding on the selected Offeror, if a contract is entered into, unless expressly excluded in the contract. Obligations that any proposal seeks to place on the Commission shall not be binding. Confidentiality of communication obligations survives in the event this contract is terminated.

7. NO COMPENSATION FOR PREPARATION OF SUBMISSION

The Commission shall not bear or assume any financial obligations or liabilities regarding the preparation of submissions in response to this RFP or prepared in connection with this RFP including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

Until the selected Offeror receives a fully executed and approved written contract from the Commission, there is no legal and valid contract, in law or in equity. The Offeror shall not begin compensable work until so notified by the Commission.

8. REJECTION OF SUBMISSIONS

The Commission reserves the right, in its sole discretion, to:

- a. Cancel this solicitation or reject all submissions;
- b. Reject submissions that fail to prove an Offeror's responsibility;
- c. Reject submissions that contain conditions and/or contingencies that, in the Commission's sole judgment, makes the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award;
- d. Waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror;
- e. Take any other action within the applicable Procurement Regulations or law; and
- f. Reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with its submission. Any misstatement shall be treated as fraudulent concealment

from the Commission of the true facts relating to the submission of the proposal. A misrepresentation shall be punishable under Section 2203 of the Commission's Procurement Regulations – Contractor Responsibility (15 DCMR § 2203).

I. AWARD PROCESS

1. EVALUATION CRITERIA

The Commission will award the contract to the Offeror that, in light of all factors, best meets the requirements of this proposal. Each proposal will be evaluated in accordance with the procedures set forth in this RFP and the Commission's Procurement Regulations. The Commission's selection will be based on the Evaluation Criteria in Attachment A.

2. EVALUATION COMMITTEE

Each proposal shall be evaluated by an Evaluation Committee in accordance with the Evaluation Criteria.⁵ The Evaluation Committee shall prepare a written report summarizing its findings and submit its report to the Chief Contracting Officer. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the Chief Contracting Officer shall select the proposal that is determined to best meet the criteria in this proposal and the Commission's procurement regulations. The Offeror with the best proposal shall be notified in writing by the Commission of its selection.

3. WRITTEN OR ORAL DISCUSSIONS

Section 2202.12 of the Commission's Procurement Regulations permits the Contracting Officer to conduct oral discussions with Offerors that tender submissions to expedite the proposal evaluation process. These discussions may concern topics such as, but without limitation, financial fitness, technical competence, managerial expertise, regulatory compliance, and the ability to be qualified, responsible, and capable of performing the work currently and in the future. In order to meet the award schedule, the Commission will make every effort to award the contract without either oral or written discussions. Therefore, each Offeror is advised that it should provide a complete and thorough submission that is fully compliant with the instructions in this RFP.

A competitive range will be established based on the Evaluation Criteria set forth in Attachment A of this RFP. The Commission will issue a request for the best and final offers to all Offerors in the competitive range. After receipt of best and final offers, the Commission will not reopen discussion unless it is clearly in the best interests of the Commission to do so. To obtain best and final offers from Offerors, the Commission may do one or more of the following: (a) enter into negotiations, (b) schedule oral presentations, and/or (c) request revised proposals.

⁵ See Attachment A.

4. PRICE AND PAYMENTS TO THE SUCCESSFUL OFFERER

The price(s) and amount of each Offeror's proposal shall be independently determined without consultation, communication or agreement with any other Offeror or potential Offeror. The price(s), the amount of the proposal, the approximate price(s), and the approximate amount of the proposal shall not be disclosed to any other firm or person who is an Offeror or potential Offeror.

Payments to the selected Offeror for this RFP will be made based upon the rate schedule adopted for a firm fixed unit fee contract with monthly reimbursement for actual minutes of use. To the extent that any changes as a result of contract negotiations affect the cost of performing the contract, adjustments to the compensation described in the proposal will be negotiated with the selected Offeror.

Payments for the contracted service will take place within 30 to 45 days after receipt of a monthly invoice. A company may propose an alternative payment option, which may be considered and approved if deemed in the best interest of the District of Columbia. The DCUSTF Administrator, on behalf of the District of Columbia, will not issue payment prior to the receipt of services.

5. NEWS RELEASES

Proposals will be held in confidence and not revealed or discussed with competitors, unless disclosure is required to be made (a) under the provisions of any District of Columbia or Federal statute or regulation, or (b) by rule or order of any court of competent jurisdiction. However, if a contract is executed, the successful proposal submitted in response to this RFP shall be subject to disclosure. News releases pertaining to the RFP shall not be made without prior Commission approval, and then only in coordination with the Commission.

J. PROTESTS

Protests shall be governed by Section 2206 of the Commission's Procurement Regulations.⁶ As provided in Section 2206.1, protests alleging defects in this solicitation must be filed within 10 business days of the solicitation. If an alleged defect does not exist in this initial RFP, but is incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the closing time established for proffering submissions. In all other cases, a protester shall file the protest within 10 days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Office of the Commission Secretary⁷ and must be filed in duplicate. Protests shall be served on the Commission by obtaining written and dated acknowledgement of receipt from the Commission Secretary's Office. Protests received by the Commission after the indicated period shall not be considered. To expedite the handling of protests, the envelope shall be labeled: "**PROTEST to RFP No. PSC 11-10.**" The written

⁶ 15 DCMR § 2206 (1998).

⁷ See Section G-1 for the address to the Commission Secretary.

protest shall be signed by the protestor or its representative and shall include at a minimum the following:

- a. The name, address and telephone number of the protestor;
- b. Appropriate identification of the procurement, *i.e.*, the RFP number and, if a contract has been awarded, the PSC contract number;
- c. A concise statement of the grounds for the protest and a specific request for a ruling from the Chief Contracting Officer of the Commission; and
- d. Supporting exhibits, evidence or documents to substantiate any claims, unless not available within the filing time, in which case the expected availability date should be indicated.
- e. Appeals from the decision of the Chief Contracting Officer shall be governed by the provisions of 15 DCMR § 2207. The decision of the Commission shall be final in the matters raised by the appeal.

K. SPECIAL PROVISIONS

1. PREFERENCE FOR LOCAL, SMALL AND DISADVANTAGED BUSINESS ENTERPRISES OR BUSINESSES OPERATING IN AN ENTERPRISE ZONE

General: Under the provisions of the Small Local and Disadvantaged Business Enterprise Development and Assistance Amendment Act of 2005,⁸ preference shall be given to Offerors that are certified by the Department of Small and Local Business Development (“DSLBD”) as having resident business ownership, being a Local Business Enterprise, being a Disadvantaged Business Enterprise, or as operating in an Enterprise Zone. A copy of the certification acknowledgment letter must be submitted with the Offeror’s submission and, if applicable, the Technical Proposal. In accordance with this law, the following preferences shall be awarded in evaluating an Offeror’s proposal:

- Three points shall be awarded if the Offeror is certified as a small business enterprise;
- Five points shall be awarded if the Offeror is certified as resident-owned business;
- Ten points shall be awarded if the Offeror is certified as a longtime resident business;
- Two points shall be awarded if the Offeror is certified as a local business enterprise;
- Two points shall be awarded if the Offeror is certified as a local business enterprise with its principal office located in an enterprise zone; and

⁸ D.C. Code § 2-218.01 *et. seq.* (2006 Repl. & Supp. 2008).

- Two points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.

A Certified Business Enterprise (“CBE”) shall be entitled to any or all of the preferences provided in this section, but in no case shall a CBE be entitled to a preference of more than 12 points or a reduction in price of more than 12 percent.

Information: For information regarding the application process, contact the DSLBD at the following address or telephone number:

Department of Small and Local Business Development
Government of the District of Columbia
One Judiciary Square
441 - 4th Street, N.W., 9th Floor, Suite 970 N
Washington, D.C. 20001
(202) 727-3900 (Telephone Number)
(202) 724-3786 (Facsimile Number)

Any Offeror with Local Business Enterprise or Disadvantaged Business Enterprise certification as its joint venture or constituent entity, shall be entitled to the applicable preference points provided for in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act, Part D, Subpart 2, Sec. 2343 in direct proportion to the percentage of the effort to be performed by the Local Business Enterprise or Disadvantaged Business Enterprise. A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.

2. TIME

Unless otherwise specified in this RFP, time, if stated in number of days, shall include Saturdays, Sundays and holidays. The times stated in this document refer to Eastern Daylight Time (“EDT”) where appropriate.

3. LICENSING, ACCREDITATION AND REGISTRATION

The selected Offeror shall comply with all applicable District of Columbia and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

4. LIMITATION OF AUTHORITY

Only the Commission or a person with prior written authority from the Commission shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause(s) or condition(s) of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause(s) or condition(s) of this RFP is not effective or binding unless made in writing and signed by the Commission or its authorized representative.

5. CONFORMANCE WITH LAWS

It shall be the responsibility of the selected Offeror to perform under the contract in conformance with the Commission's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia Government; and it is the sole responsibility of the selected Offeror to determine the Procurement Regulations, statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies that apply and their effect.

L. PROPOSAL REQUIREMENTS

Each Offeror shall provide a written response to each proposal requirement below.

1. FORMAT REQUIREMENTS

Proposals submitted in response to this request must meet the following conditions to be considered for selection. Faxed proposals will not be accepted under any circumstances.

PROPOSALS MUST BE WRITTEN ENTIRELY ON 8½" x 11" PAPER. PROPOSALS SHOULD INCLUDE NECESSARY APPENDICES AND ATTACHMENTS. PROPOSALS SHOULD BE STAPLED IN THE TOP LEFT CORNER OR BOUND IN A 3-RING BINDER.

PROPOSALS MUST BE SUBMITTED IN A MANNER THAT DOES NOT PRESENT ANY BENEFIT, KEEPSAKE, OR VALUE FOR MEMBERS OF THE REVIEW PANEL.

Proposals shall begin with a cover page that clearly states the name of the Offeror and the name, address, telephone number, fax number, and email address, if available, of the Offeror's contact person who may be contacted directly regarding the proposal. The cover page shall make up the cover of the proposal. All parts of the proposal after the cover page must be filed under seal. A proposal must be submitted in the format outlined herein with a Table of Contents. Pages of the proposal must be numbered with index tabs included for each section.

2. EXECUTIVE SUMMARY

Each proposal shall include a narrative description of the proposed effort and a descriptive list of the items to be delivered and services to be provided.

3. WORK PLAN(S)

In each proposal, the Offeror must describe clearly, specifically, and as completely as possible the details for carrying out the responsibilities associated with the Scope of Work in Section M of this RFP. The Offeror shall also include a mechanism and timeline for all deliverables. The proposal must include a schedule that identifies key milestones, tasks, and events pertinent to the and duties and responsibilities outlined in the Scope of Work.

4. PRIOR EXPERIENCE, QUALIFICATIONS, AND REFERENCES

Each Offeror shall describe its prior experience performing activities similar to the duties and responsibilities outlined in the Scope of Work of this RFP. If the Offeror has not worked on a similar project, then provide evidence of experience relevant to the duties as outlined in the Scope of Work. Additionally, the Offeror should provide at least three references, preferably clients for whom similar work has been performed previously. Offerors shall include contact information for each reference. Current references are preferred.

5. COMPANY

If incorporated, the Offeror shall provide the state in which the company is incorporated and the date of incorporation. An out-of-state company must become qualified to do business in the District of Columbia as a foreign corporation before a contract can be executed

The Offeror shall state whether it has ever been engaged in a contract with any District agency. If “Yes,” the Offeror shall specify when work was done, what duties were performed, and for which agency the work was done.

The Offeror shall provide the location(s) of the company headquarters and office(s) that will be assigned to the District of Columbia CTRS.

6. PERSONNEL

Each Offeror shall identify the persons who will perform the work described in this RFP and provide a detailed resume for each individual that describes the qualifications applicable to the performance of the tasks for which the individuals would be responsible. Each Offeror shall also identify each person’s education and specific experience/role(s), particularly with CTRS and telecommunications.

Please include an organizational chart showing reporting relationships of team personnel. The Commission must be notified of any personnel changes if individuals assigned to work on this project(s) are relieved of their responsibilities or new participants are added to the contract team. Offerors shall designate one individual as the project manager, and this person shall be responsible for project management, reporting, coordination, and accountability for the entire project.

7. SUBCONTRACTING

In the event the company desires to subcontract any part of the contracted services to a subcontractor, the prime Offeror must identify the subcontractor in the response to the RFP and identify the specific requirements of this RFP that the proposed subcontractor will perform. The prime Offeror must provide the same information for any proposed subcontractor as requested in the Company Information section. Three (3) references must be included for any subcontractors. The prime Offeror must require any subcontractor to provide insurance information consistent with Section L-11 to the Commission before any work is performed. If the prime Offeror

intends to use a subcontractor (during the term of the contract) that has not been identified in its response to the RFP, the prime Offeror must inform the Commission and the DCUSTF Administrator and receive approval from the Commission prior to entering into a subcontractor relationship.

8. BUDGET

Basic Cost – A fixed rate per session minute covering the one-year initial term of the contract for the services identified in the Scope of Work section shall be submitted.

Offerors shall provide a fixed rate per session minute covering the two one-year extension periods that the Commission may opt to exercise. The fixed rate per session minute shall be submitted for the services identified in the Scope of Work section. Proposals must clearly identify any charges for unbillable and uncollectible calls and must provide sufficient information to evaluate whether any such charges are reasonable. The proposal shall include a detailed plan for implementing the CTRS Trial in the District of Columbia within one month of the award date of the contract.

The plan must include procedures for adequate advertising to notify and educate relay users about the availability of the CTRS Trial, and include a timeline with established dates for major steps in the implementation process from contract award date to start date

Costs must be justified in terms of activities and objects of expenditure, and shall be reasonable and necessary to the project as outlined in the Scope of Work of this RFP. Financial resources must be adequately and appropriately allocated among cost categories in a cost-effective and prudent business manner to accomplish the RFP objectives and activities.

Services to be purchased from other agencies; subcontractors, including any amounts subcontracted to LSDBEs; consultants; and others must be specified.

9. STATEMENT REGARDING ELIGIBILITY AND POTENTIAL CONFLICTS OF INTEREST

To be eligible, Offerors must be neutral and impartial and not advocate specific positions to the Commission in proceedings not related to matters in the Scope of Work in this RFP. Eligible Offerors must demonstrate technical capabilities, competence, and resources to perform the duties as delineated in the Scope of Work of this RFP.

Offerors shall identify any relationships between themselves or their employees and the companies under the jurisdiction of the Commission, or any subsidiaries or affiliates of such companies. The extent, nature, and time aspects of such relationships must be identified. If there have been no such relationship, a statement to that effect shall be included in the proposal. Failure to provide the statement on potential conflicts of interest and the required Disclosure Statement, Attachment C, will automatically disqualify an Offeror.

A company shall not enter into any partnership agreement or contract with any person or organization that could be construed as a conflict of interest for the provision of CTRS in the District of Columbia. If the company is selected to provide CTRS in the District of Columbia,

the company will inform the Commission and the DCUSTF Administrator of any relationship that it becomes aware of, or develops, during the term of the contract that could be interpreted as a conflict of interest.

10. FINANCIAL CAPABILITY

Offerors shall describe the financial capability of the organization completing the work required to sustain its operations for the term of the contract. Acceptable evidence of financial capability includes an audited financial statement within the past 12 months from a certified public accountant.

11. INSURANCE

a. REQUIRED POLICIES

The selected Offeror shall be required to maintain: (i) workers compensation insurance in accordance with statutory limits; (ii) a general liability insurance policy with limits of at least the value of the contract; (iii) an employer's liability policy; and (iv) an umbrella policy providing coverage at least as extensive as the underlying policies.

b. REQUIRED ENDORSEMENTS

All policies required hereunder must show the selected Offeror as the certificate holder and must contain language requiring a sixty (60) day prior notification directly to the Commission.

All insurance policies shall be issued by insurers licensed to do business in the District of Columbia and any insuring company is required to have a minimum rating of an A-Class C in Best's Key Rating Guide, published by A.M. Best and Company, Inc.

12. CORPORATE INFORMATION

The Offeror, if incorporated, shall attach to the proposal a current franchise tax Certificate of Good Standing, issued by the District Office of Tax and Revenue. Offerors shall provide the Commission with Offeror's 9-digit Federal Employer's Identification Number ("FEI#") or Social Security Number ("SSN"), if Offeror is an individual. If a domestic corporation, the Offeror also shall provide to the Commission the corporation's charter number issued by the District of Columbia Department of Consumer and Regulatory Affairs. If a foreign corporation, the Offeror also shall provide a copy of a valid Certificate of Authority to conduct business in the District of Columbia, issued by the District of Columbia Department of Consumer and Regulatory Affairs. The Offeror also shall provide the Company's Dun and Bradstreet number.

13. DEBARMENT AND SUSPENSION

By submitting a proposal to the Commission, the Offeror understands, agrees and certifies that:

- a. Submitting a proposal with a false statement is a material breach of contract and shall void the submitted proposal and any resulting contract, and the Offeror shall be removed from all lists for future contracting opportunities with the District of Columbia.
- b. The Commission may debar and suspend an Offeror for:
 - i. Engaging in contract fraud or a criminal offense incident to, obtaining, attempting to obtain, or performing a public contract or subcontract. Payments due under the contract will be applied towards any debt, including but not limited to, delinquent taxes owed to the District of Columbia;
 - ii. Violation of federal or state antitrust statutes arising out of submission of bids and proposals;
 - iii. Engaging in acts involving embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, false statements, tax evasion, or any other offense indicating a lack of business integrity or business honesty; and
 - iv. Conviction for any other offense that indicates a lack of business integrity of an Offeror.
- c. The Commission, in its discretion, may debar or suspend any Offeror contractor as a result of:
 - i. Willful failure to perform in accordance with the contract specifications within the time limit provided in a contract;
 - ii. A record of failure to perform or of unsatisfactory performance of the terms of one or more contracts; or
 - iii. False assertion of status giving rise to special benefits under the laws of the District of Columbia.
- d. To the best knowledge of the person signing the proposal for the Offeror: the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last 4 years been convicted, found liable, or pleaded guilty for any act prohibited by state or federal law, in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Offeror in its proposal.

- e. To the best of the knowledge of the person signing the proposal for the Offeror and except as otherwise disclosed by the Offeror in its proposal, the Offeror has no outstanding delinquent obligations to the District of Columbia including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the District of Columbia.
- f. Each Offeror, by submitting its proposal, authorizes all District of Columbia agencies to release to the Commission, information related to liabilities to the District of Columbia including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

14. MANNER OF PROVIDING SERVICE

The contracted service may be provided in any of several manners, including, but not limited to: Entirely by the entity awarded the contract;

- By a joint venture;
- By an administrator dealing with a service provider; or
- By an entity in the role of prime Offeror with any combination of subcontractors

To the extent that an entity or entities other than the Offeror will be intrinsically involved with the provision of the subject contract service or any part of the subject contract service, such other entity or entities must be fully identified in the proposals. A Offeror that contemplates the use of any other entity or entities must provide in its proposal all financial, managerial, and technical information relating to the other entity's/entities' fitness to provide the service as is required of the Offeror.

If, at any time after a contract is awarded, the selected Offeror contemplates entering into any arrangement relative to the subject contract service by which another entity or entities would be intrinsically involved in the provision of the subject contract service or any part or aspect of the subject contract service, such other entity or entities must be fully identified and will be subject to a review of fitness prior to the Commission's approval of such an arrangement.

Responses to this RFP may propose using the Ultratec/CTI/WCI proprietary system or some other system functionally equivalent to regular telephone service. While the Commission will not be a party to any arrangements the Offeror has made or may make with Ultratec/CTI/WCI or with any other entity for the provision of CTRS, such arrangements must be disclosed in the proposal or prior to the time such an arrangement is entered into, if undertaken after the proposal is submitted or after a contract is awarded. Details of such arrangements may be designated "proprietary" if they meet standards set forth in Commission regulations, Section 150.

The Offeror will be required to assume responsibility for all services offered in its proposal, including those of any subcontractors, affiliates, joint ventures, or other entities involved in the provision of service. Further, the Commission will consider the Offeror to be the sole point of contact with regard to contractual matters.

The opportunity and obligation to provide CTRS service under a contract awarded pursuant to this RFP is not guaranteed to be an exclusive franchise. Because of the fixed time limits, rate controls, and remedies built into this process, the Commission will not actively seek to obtain

multiple CTRS providers at this time, but will not preclude alternate qualified providers or technologies from attempting to serve market demands now or in the future.

15. COORDINATION WITH THE USTF ADMINISTRATOR

The District of Columbia Universal Service Trust Fund (“DCUSTF”) Administrator is designated by the Commission to coordinate the activities of the Offeror with the Commission to ensure satisfactory performance of the contract when awarded. The DCUSTF Administrator and a designated Commission staff member will be the contacts for the Offeror in any discussions with the Commission.

M. SCOPE OF WORK

Each Offeror shall explain in writing its approach and plan for meeting the requirements below:

1. COMPLIANCE WITH STANDARDS

All minimum standards, regulations, orders, and policies adopted by the Federal Communications Commission (“FCC”) or this Commission, are incorporated and required in this RFP whether or not they are specifically mentioned, named, or referenced in this RFP. Any future standards, regulations, orders, and policies that the FCC or the Commission may implement while this contract is in force will apply and must be adhered to by the selected Offeror. In particular, all CTRS providers (Offerors and sub-contractors) will comply with or exceed the FCC guidelines and mandatory minimum standards set forth in 47 C.F.R. § 64.604.

2. CTRS SPECIFICATIONS AND AVAILABILITY

The proposal shall provide detailed methods to meet the following minimum CTRS standards:

- a. Provide CTRS 24 hours a day, 7 days a week, and 365 days a year. Explain how CTRS service will be maintained during scheduled and unscheduled maintenance periods, network and power outages, and outages otherwise attributed to Acts of God.
- b. Develop and describe contingency plans for maintaining 24/7/365 operational status. Each Offeror must certify its ability and that of the Offeror’s affiliates, suppliers, and subcontractors involved in providing CTRS to meet or exceed the requirements set forth in Attachment D – Certification Relative to Business Continuity. If there are changes in the Offeror’s ability to provide this certification during the contract period, the Offeror must notify the Commission and the District of Columbia Universal Service Trust Fund (“DCUSTF”) Administrator within 10 days of any such change. *See* Attachment D for the requisite certification form. The requirement of maintaining 24/7/365 operations applies at all times, and specifically during impairment of the Offeror’s service or the underlying supplier’s service, regardless of whether the subcontractor is intrinsically involved in the CTRS service (e.g., third-party call center,

trunk lines, etc.) or is providing other goods or services (e.g., power, manpower, etc.), including but not limited to:

- i. Adequate and immediate auxiliary power for call center operation during commercial power failure;
- ii. Adequate and immediate back-up or redundancy for service affecting outages and disruptions, regardless of whether such outages or disruptions are scheduled, routine, maintenance-driven, unforeseen, unplanned, or attributed to Acts of God; and
- iii. Uninterruptible power supply.

If the Offeror is unable to comply with the elements of the Certification Relative to Business Continuity, the Offeror must state which elements of the Certification with which it cannot comply and explain why it is unable to comply with those elements. If the Offeror has a continuity plan it wishes the Commission to consider, it also may provide that plan.

- c. Comply with customary P.01 TRS industry standards. Traffic Reports indicating CCS (hundred call seconds) loads and grade of service on all CTRS trunks are due to the DCUSTF Administrator and the Commission by the 15th day of each month for the previous month's traffic.
- d. Provide adequate and immediate auxiliary power for call center operations during commercial power failure. Provide adequate and immediate back-up or redundancy for service-affecting outages and disruptions, regardless of whether such outages or disruptions are scheduled, routine, maintenance-driven, otherwise unforeseen, unplanned, or attributed to Acts of God. Develop and describe contingency plans for outages of Offeror's service or that of underlying suppliers – whether intrinsically involved in the CTRS (e.g., third-party call center, trunk lines, etc.) or providing other goods or services (e.g., power, manpower, etc.). Offerors must explain how this goal will be accomplished, particularly in the event of service disruptions.
- e. Allow CTRS users to place all network call types commonly supported by TRS.
- f. Make available to users the opportunity to speak with a CA's supervisor in the event of an issue with service. Supervisors should be available 24 hours a day, 7 days a week, and 365 days a year for such matters. Minutes spent talking with supervisors are not compensable as CTRS minutes even if CTRS is required to handle the communication.

If the Offeror claims that it is unable to separate call minutes for complaint/supervisor activities such that customers will not be charged for time spent talking with supervisors or service representatives, the Offeror should indicate this in its proposal and explain how calls to supervisors or

service representatives would be handled under the Offeror's proposal. The Offeror should include a statement that if such capability becomes available during the contract period it will be incorporated into the service provided to customers in the District.

- g. Allow access to the call center via "711" abbreviated dialing.
- h. Relay local, interstate, and international calls that originate or terminate in the District of Columbia.
- i. Impose no restrictions on a user for the length or number of calls placed through the CTRS center.
- j. Provide 911/E-911 access to all users. Establish and maintain appropriate contacts and connectivity with the District of Columbia Public Safety Answering Points (PSAPs).
- k. Provide CTRS in English and Spanish for users who use either English or Spanish as the language of preference for the relay call. Translation from one language to the other is not required.
- l. Provide 3-way calling, speed dialing, and call interrupt.
- m. Provide N11 dialing access.
- n. Maintain user profiles at the option of users, which may include such information as frequently called numbers, preferred carriers, and user's email address for notification purposes. Such information is to be afforded the same confidential treatment as the contents of calls made. Transfer user profiles to new service provider at the end of the contract/extension period unless directed not to do so by the Commission or by users. Absent specific alternate instructions from the Commission or users, destroy user profiles within 14 days following the end of the contract/extension period.
- o. Provide appropriate billing information for toll/IXC (interexchange) calls to appropriate billing entities. Route toll/IXC calls to and from users via the originating party's preferred carrier of choice. Offerors must detail how calls will be routed and billed if the originating caller does not have a specified preferred carrier of choice.
- p. Respond to complaints and service, network, or equipment inquiries from users and/or the Commission in a timely and professional, responsive manner. Provide and maintain contact information for handling escalating complaints, service requests, and network or equipment inquiries. Any situation that has caused or will cause complaints from more than five (5) users or that has lasted or will last more than five (5) hours must be brought to the attention of the DCUSTF Administrator, Commission, and all users as soon as it is realized that the situation has met or will meet

these parameters. Periodic status reports, an all-clear report, and a subsequent root-cause analysis will be required as specified by the Commission in accordance with the nature of the situations as they arise.

- q. Explain how quality and quantity of CTRS will be measured. Explain how failures to meet standards and expectations will be detected and recorded.
- r. Maintain an average speed of answer of 9.9 seconds or less for 85% of the number of calls on a daily basis. Provide sufficient call center capacity such that abandoned or lost calls do not exceed 2% of total call volume. These standards apply separately to calls in queue for party-to-party calls and to calls in queue for a supervisor. Two-line calls and single-line calls should be measured separately unless they are in the same queue.
- s. Explain how users and the Commission will be apprised of changes to service and made aware of the status and expected resolution of any service-affecting conditions. The following timeframes for notices shall apply: (i) seven (7) days advance notice to the Commission, the DCUSTF Administrator, and registered users is required for any changes affecting more than 5% of the registered users, and (ii) forty-eight hours notice is required for any notice affecting 5% or fewer of the registered users. Explain also how the DCUSTF Administrator and the Commission will be apprised of questions and complaints if the Offeror does not plan to actively operate the CTRS in-house and on-premises. Minutes spent talking with the point of contact and in escalation activities are not compensable as CTRS minutes, even if CTRS services are required to handle the communication.
- t. Maintain and publicize a website and toll-free service to provide user and potential user information on the Offeror, the Commission, and the FCC complaint and complaint escalation procedures sufficient for users to know the proper procedures for filing or escalating complaints. Offeror contact information also shall be provided. Minutes spent talking to the service representative are not compensable as CTRS minutes, even if CTRS services are required to handle the communication.

3. COMMUNICATION ASSISTANT (“CA”) STANDARDS

The proposal shall provide details as to the methods of meeting the following minimum CA standards:

- a. CAs must have the requisite experience, expertise, skills, knowledge, and education and be adequately trained to accurately caption in a professional manner the words spoken by the hearing party without intervening in the communication between the parties.

- b. CAs must keep the existence and content of all calls confidential and must not maintain any records of conversation content in any form. Paper and/or electronic storage of any communications conducted over the relay will not be permitted in order to safeguard confidentiality. Confidentiality of communications obligations survives the termination of this contract. Offerors must provide a copy of the confidentiality agreement that CAs will be asked to sign.
- c. CAs must meet or exceed the current FCC standards for TRS minimum transcription speed.
- d. CAs shall not limit the length of a call or limit the number of calls and shall stay with the call for a minimum of ten (10) minutes when answering and placing a call.
- e. CAs shall not disconnect a call against the wishes of the originating and terminating parties, but shall have a supervisor take over the call if necessary.
- f. CAs will transfer any emergency call to the appropriate PSAP. In addition, the CA must pass along the caller's telephone number to the PSAP operator when a caller disconnects before being connected to emergency services.

4. CTRS USER EQUIPMENT

The proposal shall provide details as to the methods of meeting the following minimum equipment standards:

- a. The Offeror is responsible for all matters relating to user equipment.
- b. CTRS users must be kept informed of the status (e.g., dialing, ringing, busy, disconnected, on hold) of calls through the equipment display window throughout the call session. The system must provide feedback to callers regarding the call status within ten seconds after a caller has provided the number to call and continue to provide feedback until the call is answered or deemed not answered.
- c. User equipment must be capable of being moved from one premise to another by the user.
- d. Efforts should be made to seek the best price on the equipment to be sold to the residents of the District of Columbia. This includes the options of refurbished equipment and bulk purchasing of equipment. Offerors shall include prices of the user equipment to be charged to customers in the proposals.
- e. The user will be responsible for the cost of user equipment. No user equipment costs are to be rolled into the minutes of use rate.

- f. Offerors must detail their warranty and maintenance plans for user equipment.
- g. Offerors must detail plans for upgrading user equipment.
- h. Offerors may not impose any unreasonable barriers on customer-provided user equipment.
- i. End users shall have the option of either single-line or 2-line service.
- j. Offerors must provide a detailed description of the operation of their 2-line CTRS as contrasted with single-line CTRS.

5. TOLL/IXC CARRIER

The proposal should provide details as to the methods of meeting the following minimum general standards:

- a. Permit the users to select the toll/IXC carrier or local exchange carrier of their choice in accordance with federal and District laws as well as Commission rules and regulations.
- b. Make arrangements for a default toll/IXC carrier in the event the user does not have one.

6. SESSION MINUTES OF USE (“MOU”)

CTRS shall be billed on a session minute basis, defined as follows: The clock starts the moment a relay caller connects to the first switch point of the CTRS that connects the call to a CA and ends at the time the call is disconnected from both the CA and the last relay user. This includes start-up, relay call conversation, and wrap-up time. It does not include holding time waiting for initial contact with a CA. Each CTRS call must have its MOUs measured as the total of its session minutes and fractions of session minutes. Each Offeror shall explain how the fractions of minutes will be calculated.

7. PAYMENT RESPONSIBILITIES

- a. The CTRS provider shall have the sole responsibility for the complete effort of the contracted CTRS, and payments will be made only to the CTRS provider. The CTRS provider has the sole responsibility for all payments to any/all sub-CTRS providers under the contract. Subcontractors are subject to the same requirements specified in the RFP as is the contractor.
- b. The CTRS provider shall send an invoice to the DCUSTF Administrator on a monthly basis for the intrastate services provided for the previous month.

- c. The CTRS provider shall send an invoice to the Interstate TRS Fund Administrator on a monthly basis for the interstate and international services provided for the previous month, with a copy to the DCUSTF Administrator.

8. RATE

The rate charged to the DCUSTF for the session MOUs of CTRS shall be just and reasonable and in conformity with Commission rules, regulations, policies, and orders for rates and services.

9. INITIAL PROVISION OF SERVICE

Offerors must explain how the transition between TRS service and CTRS will occur. The program will begin with all existing CTRS users and allow the addition of unlimited number of users per month thereafter. Offerors shall explain their procedures for adding customers and addressing related issues

10. OUTREACH

Offerors must present a plan for a comprehensive, effective, and measurable outreach campaign to develop public awareness of the service and provide information about the service. The campaign should include grassroots education to seniors, educational workshops, a brochure, media advertising, an accessible website, and media relations. All materials must be understandable and accessible by a majority of the communities of persons with disabilities. The plan must provide a statistical method of measuring the effectiveness of the outreach and a methodology for making adjustments to the plan based on performance. The Commission will retain the right to continue the theme of any outreach if it so chooses after the expiration of any contract entered into pursuant to this RFP.

11. USER SATISFACTION SURVEY

- a. CTRS users must be asked to provide input on the quality of service by means of an annual survey (or similar device) during the term of the contract. The intent of the survey is to determine whether those using the Offeror's CTRS are satisfied with the service and whether there are any issues that need to be addressed or features to be added. Offerors must present their plans for an annual user evaluation of the system. The plans should explain methods for quantifying user input and how the recommendations from these evaluations will be incorporated into the CTRS. Offerors must advise the Commission how they will conduct the user surveys and notify the Commission, the DCUSTF Administrator, and the TRS Board of the results of the user surveys. The results of the surveys shall be filed with the Commission in Formal Case No. 988 within 30 days of the end of the six-month period. Ad hoc user comments (favorable and unfavorable) are to be filed with the Commission in Formal Case No. 988 on a monthly basis within 15 days of the end of each month.

- b. The survey results and other user input may not be further disseminated without express authorization from the Commission.

12. CTRS PROVIDER RESPONSIBILITIES TO THE DISTRICT OF COLUMBIA TRS ADVISORY BOARD AND OTHER GROUPS

- a. The CTRS provider must cooperate with the District of Columbia Telecommunications Relay Service Advisory Board (“TRS Board”) in matters concerning the CTRS program. A company representative must be available to attend the TRS Board meetings and report to the TRS Board the condition and status of the CTRS. The report should include, but is not limited to, MOU, customer complaints, and new technologies that impact CTRS.
- b. The CTRS provider will participate in meetings with the Commission, Commission staff, other agencies, consumers, and consumer groups as may be required by the Commission.

13. CTRS PROVIDER REPORTING REQUIREMENTS

- a. All CTRS provider reports shall be submitted to the DCUSTF Administrator, with a copy to the Commission.
- b. Monthly reports will be required from the CTRS provider and should accompany the monthly invoices for services. The monthly reports shall contain: the type of call (single-line, two-line, then broken down into answering machine, international, interstate, intrastate, toll-free), session minutes, average session minutes, call counts, and call types with a call count for each. The report also must have a weekly summary of call counts and session minutes by day and date. A separate section must provide a summary or log of the month’s consumer service complaints. The consumer complaint log must include all complaints regarding CTRS in the District of Columbia, regardless of the entity fielding or resolving the complaint calls. The consumer complaint log must be retained for the duration of the contract. The log must include, at a minimum, the filed date of the complaint, the nature of the complaint, the date of resolution, and an explanation of the resolution. The reports are due by the 15th day of the month following the month being reported.
- c. The CTRS provider must submit on a timely basis to the Commission and the USTF Administrator, so that the Commission may report to the FCC annually, an annual summary log indicating the number of complaints received for the 12-month period ending each May 31st. The report must be submitted to the DCUSTF Administrator and the Commission on or before June 20th of each year. The report must also include the annual

Certification Relative to Business Continuity, set forth in Attachment D.

- d. The CTRS provider shall be responsible for maintaining all records and reports relating to CTRS that may be required by the FCC and the Commission. Such reports must include, but not be limited to, traffic detailing:
 - i. Blockage rates, defined as the number of calls reaching a busy signal when calling the CTRS.
 - ii. Average number of calls waiting for system or operator answer.
 - iii. Average length of time waiting for system or operator answer.
 - iv. Area codes and jurisdictions from which the calls originate.
- e. The CTRS provider shall be responsible for maintaining the accounting and financial records, in accordance with accounting procedures and generally accepted accounting principles, of expenses that are incurred in operating the CTRS as a stand-alone entity.
- f. The CTRS provider is responsible for the professional quality goods and services required under this contract. The CTRS provider, without additional compensation or cost to the DCUSTF, shall correct or revise any errors, omissions, or other deficiencies in its deliverables and other services.
- g. The CTRS provider must provide documentation detailing methods and procedures, training guidelines, and code(s) of confidentiality to enforce the CA standards.

N. GLOSSARY

711 – Abbreviated dialing code for accessing all types of relay services anywhere in the United States.

911/E-911/Enhanced 911 Emergency Service – Abbreviated dialing of 911 on the telephone to connect to the proper PSAP for emergency response and provide Automatic Location Identification and Automatic Numbering Information (ALI/ANI).

Access Line – Facility that allows the customer of a local exchange company or radio communications service to access the local or toll network, with the exception of dedicated facilities such as private lines.

ASL/American Sign Language – Visual language based on position, movement, shape, and orientation of the hands in relation to each other and the body.

CA/Communications Assistant – Relay provider employee who transliterates or interprets conversation between two or more end users of traditional TRS or CTRS calls.

Call Release – Feature that allows a CA to sign-off or be released from the telephone line after the CA has set up the call.

CapTel Service – Proprietary Voice Carry-Over (“VCO”) type of relay service using voice recognition software and specially trained operators to provide the CA function of the service.

Commission – District of Columbia Public Service Commission.

Common Carrier or Carrier – An entity that provides communications services to the general public. It is typically licensed or certificated by a state or federal government agency.

CTRS – Captioned Telephone Relay Service.

DC PSC – District of Columbia Public Service Commission.

Firm, Fixed Fee – An all-inclusive fee consisting of direct and indirect costs, including but not limited to direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs that must be reflected in the overall cost per minute. No additional fees or costs shall be paid by the Commission or DCUSTF Administrator unless there is an approved change in the Scope of Work.

Hearing Carry Over (“HCO”) – Form of TRS in which the person with the speech disability is able to listen to the other end user and, in reply, the CA speaks the text as typed by the person with the speech disability. The CA does not type any conversation. Two-line HCO allows TRS users to use one telephone line for hearing and the other for

sending TTY messages. HCO-to-TTY allows a relay conversation to take place between an HCO user and a TTY user. HCO-to-HCO allows a relay conversation to take place between two HCO users.

Interrupt – Allows the parties to the conversation to interrupt each other and not have to wait until the CA finishes a translation.

Mandatory – "Must," "shall," "will," "is required," or "are required" identify a mandatory action, factor, or item.

May – Denotes something that has possible alternatives or that is not mandatory.

P.01 Standard - A standard of service quality intended to measure the probability (P), expressed as a decimal fraction, of a telephone call's being blocked. P.01 is the grade of service reflecting the probability that one call out of 100 during the average busy hour will be blocked.

PSAP/Public Safety Answering Point – Facility that has been designated to receive 911/E911 calls and route them to emergency services personnel as provided in 47 C.F.R. § 64.3000(c).

RFP/Request for Proposal – The document that sets forth minimum essential contractual and performance requirements, and solicits proposals to meet the needs of the Commission, including all documents and amendments (attached, incorporated by reference, or issued subsequently) used for soliciting proposals.

Session Minutes of Use ("MOU") – The amount of time billed for each completed call. The clock starts when a relay caller connects to the first switch point of the CTRS that connects the call to a CA and stops when the call is disconnected from both the CA and the last relay user. This includes start-up, relay call conversation, and wrap-up time. It does not include holding time waiting for initial contact with a CA. Each CTRS call must have its MOUs measured as the total of its session minutes and fractions of minutes. Individual calls must not be rounded up to the next full minute. A one-month bill cycle and the total call minutes and fractions of minutes (summed over the billing cycle) shall be used for billing purposes.

Speed Dialing – A relay service feature that allows a relay service user to place a call using a stored number maintained by the relay service facility. In the context of CTRS, speed dialing allows a CTRS user to give the CA a short-hand name or number for the user's most frequently called telephone numbers.

STS/Speech-to-Speech Relay Service – A relay service that allows individuals with speech disabilities to communicate with voice telephone users through the use of specially trained CAs who understand the speech patterns of persons with speech disabilities and can repeat the words spoken by that person.

Three-way Calling – A TRS feature that allows more than two parties to be on the telephone line at the same time with the CA.

TRS or Telecommunications Relay Service – Telephone transmission services that provide the ability for an individual who has a hearing or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability to communicate using voice communication services by wire or radio. Such term includes services that enable two-way communication between an individual who uses a text telephone or other non-voice terminal device and an individual who does not use such a device, speech-to-speech services, video relay services, and non-English relay services. TRS supersedes the terms dual party relay system, message relay services, and TDD Relay.

TTY or Text Telephone – A machine that employs graphic communication in the transmission of coded signals through a wire or radio communication system. TTY supersedes the term TDD, or telecommunications device for the deaf, and TT, or telephone typewriter. For many users, a computer functions as their TTY.

User Profile – A list of a user's preferences, frequently called numbers, and other information maintained by the relay provider, at the user's request, to facilitate and expedite the completion of calls using CTRS.

VCO/Voice Carry-Over – A form of relay service whereby the person with the hearing disability is able to speak directly to the other end user. The CA types the response back to the person with the hearing disability. The CA does not voice the conversation. Two-line VCO is a VCO service that allows relay service users to use one telephone line for voicing and the other for receiving TTY messages. A VCO-to-TTY relay service call allows a relay conversation to take place between a VCO user and a TTY user. VCO-to-VCO allows a relay conversation to take place between two VCO users. This service allows a person with partial hearing ability to hear the other party and see an electronic transmission of the incoming words in almost real time; it further allows the person to voice his or her own conversation back to the other party.

ATTACHMENT A

Evaluation Criteria

1. **MANDATORY RESPONSIVENESS REQUIREMENTS** -To be eligible for selection, a proposal must be: (a) timely received from an Offeror, (b) properly signed by the Offeror, and (c) formatted such that all Cost Data are kept separate from and not included in the Technical Submittal.
2. **EVALUATION**
 - a. All proposals received shall be subject to evaluation for the purpose of selecting the proposal that most closely meets the requirements of the RFP.
 - b. The evaluation committee's selection shall be subject to the approval of the Commission. The Commission reserves the right to exercise discretion in selecting the qualified Offeror that best meets the RFP requirements and the needs of the Commission.
3. **CRITERIA FOR SELECTION** - The following criteria will be used in evaluating the proposals and in making the selection. They are listed in order of relative importance from the highest to the lowest weighted factors:
 - a. **Operational, Technical, and Functional Aspects.**
 - i. **Work Plan:** Emphasis here is on the soundness of the Offeror's approach to providing CTRS. Also considered in this category will be the Offeror's compliance with specific RFP requirements. Total points available for this section are 70.
 - ii. **Cost/Price Rating System:** The Cost/Price area, as outlined in Section L-8, will not be given a specific score. However, it will be carefully considered in performing an integrated assessment of the proposals leading to selection of the best value Offeror.
 - iii. **Reference Rating System:** The references area, as outlined in Section L-4, will have a total point score of 30 points.
 - iv. **LSBDE Point System:** Offerors may qualify for more than one of these categories; the maximum number of points available under this section is 12 points. *See* Section K-1.
 - v. Reference checks will not be limited to specific customer references, but may include other relay and state officials, consumers, and organizations serving people with disabilities.

- vi. The Commission will evaluate each proposal based on the requirements in this RFP. The responder must acknowledge and agree to perform all RFP requirements.

ATTACHMENT B

Public Service Commission Procurement Regulations

To obtain the Public Service Commission's Procurement Regulations, 15 DCMR Chapter 22, go to www.dcpssc.org, click on the Contracting and Procurement button.

ATTACHMENT C

Disclosure Statement

List the individuals who will perform the work described in this proposal:

Please indicate, to the best of your knowledge, if any of those listed are related to the following individuals or has worked for the Public Service Commission, specifically for the following individuals, in the past five (5) years:

Chairman Betty Ann Kane
Commissioner Richard E. Morgan
Commissioner Lori Murphy Lee

ATTACHMENT D

Certification Relative To Business Continuity

CTRS is a 24/7/365 operation. As such, the Commission expects continuous operation of CTRS during circumstances, including but not limited to, man-made disasters, natural disasters, war- or hostility-caused disasters, pandemics, or other situations or catastrophes that can or may result in possible or actual human suffering, loss of life, hardship, substantial damage or loss of property, or interruption of commerce. As a CVTRS contactor, you (and any affiliates, subcontractors, or suppliers upon whom you rely for the provision of CTRS) will be required to have a plan(s) addressing physical security, cyber security, emergency response, pandemic, and business continuity and/or “all hazards/contingencies.” An all-hazards/contingencies plan ensures the continuity or uninterrupted provision of CTRS, regardless of the cause of potential interruption of service. The plan involves the on-going identification and review of all the elements that go into CTRS, including but not limited to, business succession, business recovery, business resumption, contingency planning, and staffing, regardless of cause of interruption. Accordingly, each Offeror must certify that it and its affiliates, suppliers, and subcontractors to be involved in the provision of CTRS meet or exceed the requirements set forth in this Attachment. This certification must be included in the response to the RFP from each Offeror. Additionally, this certification must be renewed annually by the Offeror.

Certification Relative to Business Continuity

With respect to the CTRS operations:

1. Does your company have a physical security plan?
2. Does your company have a cyber security plan?
3. Does your company have an emergency response plan?
4. Does your company have a disaster recovery plan?
5. Does your company have a pandemic response plan?
6. Does your company have a business continuity plan?
7. Does your company have an all-hazards/contingencies plan?
8. Have your plan(s) been reviewed in the last year and are they updated as needed?
9. Are your plan(s) tested at least annually?
10. Are your plan(s) already on file with any federal agency or with this Commission? If so, which agency? (Do not file a copy of your plans with the Commission unless we specifically request that you do so.)
11. Do your essential suppliers and your subcontractors have the same or a greater level of plans as your own?

Attach a sheet with an explanation of what your safeguards are if “No” or if “N/A” is supplied as a response to questions above.

The foregoing questions and the answers thereto comprise a certification that must be verified by the officer having control of the security planning verification for the Offeror.

FORMAL CASE NO. 988
TECHNICAL SERVICES CONTRACT

TELECOMMUNICATIONS RELAY SERVICE PROVIDER FOR THE
DISTRICT OF COLUMBIA

This Contract, No.: PSC-11-04, is made effective as of July 5th, 2011, by and between the Public Service Commission of the District of Columbia (hereinafter, "Commission"), of 1333 H Street, N.W., 2nd Floor West Tower, Washington, D.C. 20005, and AT&T Corporation (hereinafter "Contractor") of 4119 Broadway St., Room 140C, San Antonio, Texas 78209.

1. **Contract Documents:** This Contract shall consist of the following documents:
 - 1.1 The Commission's Request for Proposal dated May 20, 2011 (Attachment A);
 - 1.2 The Contractor's Proposal dated June 20, 2011 (Attachment B);
 - 1.3 The Contractor's Best and Final Offer dated June 28, 2011 (B1);
 - 1.4 The Public Service Commission Procurement Regulations Chapter 22– Procurement Regulations (Attachment A); and,
 - 1.5 The general conditions set out herein.
2. **Complete Agreement:** This Contract and all documents referred to above shall serve as the final and complete agreement between the parties and may not be changed, waived, modified, or amended except by written instrument signed by the parties and expressly made a part hereof. All previous discussions, writings, and agreements are hereby superseded.
3. **Description of Services:** The Contractor shall provide technical consulting services as delineated in the Request for Proposal (Attachment A), the proposal dated June 20, 2011 (Attachment B), and the Best and Final Offer dated June 28, 2011 (B1).
4. **Contract Administrator:** The Contract Administrator shall be Rolka Loube Saltzer & Associates, the Commission's Universal Service Trust Fund (USTF) Administrator.
5. **Taxes:** The Government of the District of Columbia is exempt from, and will not pay, federal excise taxes or any state or local taxes, nor shall any such taxes be included in any Invoices submitted to the Commission under this Contract. **THE DISTRICT OF COLUMBIA GOVERNMENT'S FEDERAL EXCISE TAX-REGISTRATION NUMBER IS 52-73-0206-K.**

6. **Contract Type/Price:** This is a firm-fixed unit price contract for the services to be provided.

The firm-fixed unit price is \$1.05 per session minute which includes the costs of an outreach program for the initial contract period. The estimated contract amount will be \$131,250.00. The estimated contract amount is based on an estimated 125,000 intrastate session minutes per year utilizing a rate of \$1.05 per session minute.

7. **Contract Term:** The term shall begin on July 13, 2011 and terminate on July 12, 2012. The term of this Contract shall not exceed twelve months.

8. **Option to Extend the Term of the Contract:**

The Commission may extend the term of this Contract for two (2) one (1) year periods. The Commission shall give the Contractor preliminary written notice of its intent to extend at least thirty days before the contract expires. The Contractor may waive the thirty day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract. The preliminary notice does not commit the Commission to an extension.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

9. **Disbursement of Funds:** The Contractor shall deliver to the Contract Administrator, no more frequently than monthly, a statement of the monthly invoice, including the actual call volume handled by the relay service center, and pursuant to the Request for Proposal, an invoice for relay services. Within thirty (30) days of receipt of the monthly invoice, the Contract Administrator shall disburse from the Universal Service Trust Fund the amounts necessary to pay such invoice.

10. **Compensation:** The Contractor shall be entitled to receive compensation for services rendered hereunder at the rate of \$1.05 per session minute. This per minute rate shall include the Contractor meeting all of the mandatory requirements for the provision of telecommunications relay services as set forth by the Federal Communications Commission ("FCC"). If additional regulations or orders are issued by the FCC or the Commission during the term of this Contract and such regulations or orders will cause an increase in costs to the Contractor, the Contractor and the District of Columbia TRS Administrator shall enter into good faith negotiations to modify the rate to cover any such increase in costs. Any such modification shall be subject to approval by the Commission. In the event the parties are unable to agree upon such a rate increase, either party may elect to terminate this Agreement upon providing one hundred and eighty (180) days written notice.

11. **Unacceptable Work Product:** If the Commission determines that the Contractor has rendered unsatisfactory performance or has submitted an unacceptable work product, the Commission, through its Contract Administrator, shall notify the Contractor of such determination in writing and may refuse to pay all or part of the invoice or invoices that reflect the fees and expenses associated with the unacceptable work product.
12. **Waiver:** The waiver by any party of any breach of the Contract does not waive any subsequent breach of the contract, nor does the waiver or any breach of contract constitute a waiver of the contract itself.
13. **Delegation or Assignment:** The Contractor shall not delegate or assign its rights or obligations under this Contract without prior written consent from the Commission.
14. **Contract Records:** All contract books, records and other documents related to matters under this Contract shall be made available by the Contractor to the Commission and its designated agents for a period of five years after final payment for the purpose of audit and examination.
15. **Confidentiality:** The Contractor agrees to hold and to keep all documents, drawings, information, and analyses arising under this Contract in a confidential manner. Any violation of this Agreement shall be reported immediately to the Commission.
16. **Non-Discrimination in Employment:** The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The Contractor will enforce affirmative action procedures to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
17. **Governing Law:** This Contract and any disputes arising hereunder shall be governed in accordance with the laws of the District of Columbia.
18. **Order of Precedence:** Any inconsistency among provisions of this Contract shall be resolved by giving precedence in the following order:
 - 18.1** Paragraphs 1 through 19 of this Contract;
 - 18.2** Public Service Commission Procurement Regulations
Chapter 22 – Procurement Regulations (Attachment C);
 - 18.3** The Contractor’s Proposal dated June 20, 2011 (Attachment B);

18.4 The Contractor's Best and Final Offer dated June 28, 2011 (B1);
and

18.5 The Commission's Request for Proposal dated May 20, 2011
(Attachment A);

19. **Notices:** All reports, communications, requests, or notices required by or permitted under this contract shall be in writing and shall be deemed to be duly given on the date same is hand-delivered or sent by facsimile or emailed or if mailed by certified or registered mail (return receipt requested), on the third day after the date of the mailing, postage prepaid, to the party concerned at the following address:

If to the Commission:

Ellen Brown
Chief, Finance and Accounting
District of Columbia Public Service Commission
1333 H Street, N.W., 2nd Floor West Tower
Washington, DC 20005
ebrown@psc.dc.gov

If to Rolka Loube Saltzer & Associates:

David Rolka
One South Market Square
Twelfth Floor
Harrisburg, Pennsylvania 17101
drolka@r-l-s-a.com

If to Contractor, AT&T Corporation:


Sidney Minnick
311 S. Akard St. Room 21-10
Dallas, Texas 75202
Sidney.minnick.jr@att.com

Any party may change the address to which such notices and communications shall be sent by written or facsimile notice to the other parties, provided that the notice of change of address shall be effective only upon receipt.

Contract No.: PSC-11-04

Party contracting services:

Public Service Commission of the District of Columbia

By: Betty Ann Kane 
Betty Ann Kane, Chairman
Contracting Officer

Date: 7-5-11

Service Provider:

AT&T Corporation

By: Gregory P. Smith
Gregory P. Smith
Director- Market Development, Customer Information Services

Date: 7/1/11

TECHNICAL SERVICES CONTRACT
FOR FORMAL CASE NO. 988

CAPTIONED TELEPHONE (CapTel) PROVIDER FOR THE DISTRICT OF COLUMBIA

This Contract, No. PSC-11-10, is made effective as of October 24, 2011, by and between the Public Service Commission of the District of Columbia (hereinafter, "Commission"), of 1333 H Street, N.W., 2nd Floor West Tower, Washington, D.C. 20005, and AT&T Corp., 208 S Akard Street,, Dallas, Texas 75202 (hereinafter "Contractor", or "CapTel Service Provider") .

1. **Contract Documents:** This Contract shall consist of the following documents:
 - 1.1 The Commission's Request for Proposals dated September 9, 2011 (Attachment A);
 - 1.2 The Contractor's Proposal dated September 30, 2011 (Attachment B);
 - 1.3 The Contractor's Best and Final Offer dated October 13, 2011 (Attachment B1);
 - 1.4 Public Service Commission Procurement Regulations – 15 DCMR Chapter 22 to the extent applicable (Attachment C); and,
 - 1.5 The general conditions set out herein.
2. **Complete Agreement:** This Contract, including all documents referred to above, shall serve as the final and complete agreement between the parties and may not be changed, waived, modified or amended except by written instrument signed by the parties and expressly made a part hereof. All previous discussions, writings, and agreements are hereby superseded.
3. **Description of Services:** The Contractor shall provide technical consulting services as delineated in the Request for Proposals (Attachment A), the Proposal dated September 30, 2011 (Attachment B), and the Best and Final Offer dated October 13, 2011 (Attachment B1).
4. **Contract Administrator:** The Contract Administrator shall be Rolka Loube Saltzer & Associates, the Commission's Universal Service Trust Fund (USTF) Administrator.
5. **Taxes:** The Government of the District of Columbia is exempt from, and will not pay, federal excise taxes or any state or local taxes, nor shall any such taxes be included in any Invoices submitted to the Commission under this Contract. **THE DISTRICT OF COLUMBIA GOVERNMENT'S FEDERAL EXCISE TAX REGISTRATION NUMBER IS 52-73-0206-K.**

6. **Contract Type/Price:** This is a firm-fixed unit price contract for the services to be provided.

The firm-fixed unit price is \$1.385 per session minute and includes the cost of the outreach program during the initial contract period. The estimated contract amount will be \$75,000.00, and is based on 60 Intrastate session minutes per month up to 75 users. The users will be selected on a first-come/first-served basis from the District's hard-of-hearing and deaf community.

7. **Contract Term:** The term of this Contract shall not exceed one year from the date of award on page one (1) of this contract.

8. **Option to Extend the Term of the Contract:**

The Commission may extend the term of this Contract for two (2) one-year periods. The Commission shall give the Contractor preliminary written notice of its intent to extend at least thirty days before the Contract expires. The contractor may waive the thirty day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the contract. The preliminary notice does not commit the Commission to an extension.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

9. **Disbursement of Funds:** The CapTel Service Provider shall deliver to the Administrator, no more frequently than monthly, a statement, including the actual call volume handled by the CapTel service center(s), and, pursuant to the Request for Proposals, an invoice for CapTel services. Within thirty (30) days of receipt of the monthly invoice, the Administrator shall disburse from the Universal Service Trust Fund the amounts necessary to pay such invoice.
10. **Compensation:** The CapTel Service Provider shall be entitled to receive compensation for services rendered hereunder at the rate of \$1.385 per session minute. This per minute rate shall include the CapTel Service Provider meeting all of the mandatory requirements for the provisioning of CapTel services as set forth by the FCC. If additional regulations or orders are issued by the FCC or the Commission during the term of this contract, and such regulations or orders will cause an increase in costs to the CapTel Service Provider, the CapTel Service Provider and the District of Columbia's USTF Administrator shall enter into good faith negotiations to modify the rate to cover any such increase in costs. Any such modification shall be subject to approval by the Commission. In the event the parties are unable to agree upon such a rate increase, either party may elect to terminate this Agreement upon providing one hundred and eighty (180) day written notice.
11. **Unacceptable Work Product:** If the Commission determines that the Contractor has rendered unsatisfactory performance or has submitted an unacceptable work product, the Commission, through its Contract Administrator, shall notify the

Contractor of such determination in writing and may refuse to pay all or part of the invoice or invoices that reflect the fees and expenses associated with the unacceptable work product.

12. **Waiver:** The waiver by any party of any breach of the Contract does not waive any subsequent breach of the contract, nor does the waiver or any breach of contract constitute a waiver of the contract itself.
13. **Delegation or Assignment:** The Contractor shall not delegate or assign its rights or obligations under this contract without prior written consent from the Commission.
14. **Contract Records:** All contract books, records, and other documents related to matters under this Contract shall be made available by the Contractor to the Commission and its designated agents for a period of five years after final payment for the purpose of audit and examination.
15. **Confidentiality:** The Contractor agrees to hold and to keep all documents, drawings, information, and analyses arising under this contract in a confidential manner. Any violation of this Agreement shall be reported immediately to the Commission.
16. **Non-Discrimination in Employment:** The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. The Contractor will take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
17. **Governing Law:** This Contract and any disputes arising herein shall be governed in accordance with the laws of the District of Columbia.
18. **Order of Precedence:** In the event of an inconsistency among provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:
 - 18.1** Paragraphs 1 through 19 of this Contract;
 - 18.2** Public Service Commission Procurement Regulations – 15 DCMR Chapter 22 (Attachment C);
 - 18.3** The Contractor’s Proposal dated September 30, 2011 (Attachment B);
 - 18.4** The Contractor’s Best and Final Offer dated October 13, 2011 (Attachment B1); and,

18.5 The Commission's Request for Proposals dated September 9, 2011
(Attachment A);

19. **Notices:** All reports, communications, requests, or notices required by or permitted under this contract shall be in writing and shall be deemed to be duly given on the date same is hand delivered or sent by facsimile or emailed or, if mailed by certified or registered mail (return receipt requested), on the third day after the date of the mailing, postage prepaid, to the parties concerned at the following addresses:

If to the Commission:

Ellen Brown
Chief, Finance and Accounting
D.C. Public Service Commission
1333 H Street, N.W., 2nd Floor West Tower
Washington, DC 20005
ebrown@psc.dc.gov

If to Rolka Loube Saltzer & Associates:

David Rolka
One South Market Square
Twelfth Floor
Harrisburg, Pennsylvania 17101
drolka@r-l-s-a.com

If to Contractor - AT&T Corp.:

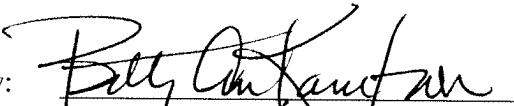
Sidney Minnick
311 S. Akard, Room 21-10
Dallas, TX 75202
Sidney.minnick.jr@att.com

Either party may change the address to which such notices and communications shall be sent by written or facsimile notice to the other party, provided that the notice of change of address shall be effective only upon receipt.

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Party contracting services:

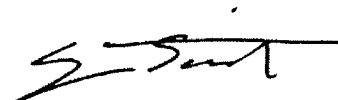
Public Service Commission of the District of Columbia

By: 
Betty Ann Kane, Chairman
Contracting Officer

Date: 10/24/11

Service Provider:

AT&T Corp.


By: _____
Gregory P. Smith
Director , Market Development, Customer Information Services

Date: 10/19/11